



# **REQUEST FOR PROPOSAL NO. DE-RP02-01CH11038**

**INFORMATION TECHNOLOGY SUPPORT SERVICES**

**FOR THE**

**DEPARTMENT OF ENERGY**

**CHICAGO OPERATIONS OFFICE**

November 8, 2000

TO: Prospective Offerors

SUBJECT: REQUEST FOR PROPOSAL NO. DE-RP02-01CH11038 FOR INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES FOR THE CHICAGO OPERATIONS OFFICE (CH), DEPARTMENT OF ENERGY (DOE)

### EXECUTIVE SUMMARY LETTER

This letter is a summary of the salient elements of the acquisition, but is not an integral part of the attached Request for Proposal (RFP). Should there be any conflict between this Executive Summary Letter and the RFP, the data and information in the RFP shall prevail.

The Department of Energy (DOE) is soliciting proposals from business concerns eligible under the Small Business Administration's (SBA) 8(a) Program that are interested in providing Information Technology Support Services to the Chicago Operations Office.

The Government intends to award a contract to the offeror whose offer represents the best value to the Government on the basis of cost and the offerors' capability. Cost will be a significant factor in the source selection. A cost-reimbursement, level-of-effort, task order contract with fully burdened fixed billable hourly labor rates and performance-based award fee provisions is contemplated. The anticipated period of performance will consist of an initial base period of one year with four available one-year option periods for a total of five years. It is anticipated that 26 full time personnel or approximately 48,360 total direct productive labor-hours of effort will be required per year. This project will involve a wide range of information technology disciplines necessary to provide support services for the Chicago Operations Office.

Significant items of interest concerning this acquisition are:

#### **Set-Aside Information (Reference: Part II, Section I, Appendix C)**

This acquisition is 100% set aside for small disadvantaged business firms who meet all of the eligibility requirements of the SBA 8(a) Program under SIC code 7379. Offerors are further advised that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the offeror.

#### **Organizational Conflicts of Interest (Reference: Part II, Section I and Part IV, Section K)**

Award of the contract will be subject to the Organizational Conflicts of Interest clearance of the selected offeror and any subcontractor(s). All offerors and subcontractor(s) are required to complete the Representation or Disclosure Certification required by DEAR 952.209-8, located in Part IV - Section K of this RFP. In addition, offerors should note the clause entitled, "DEAR 952.209-72 - Organizational Conflicts of Interest, in Part II, Section I, Appendix C.

#### **Contract Type Contemplated (Reference: Part IV, Section L.3)**

It is anticipated that cost-reimbursement, level-of-effort, task order contract with fully burdened fixed billable hourly labor rates and performance-based award fee provisions will be awarded for the work resulting from this solicitation. DOE may award a contract based on initial proposals

received without discussions of such proposals with the offerors. Therefore, each proposal to DOE should reflect the most favorable terms, from a technical, business management, and cost standpoint that the offeror can submit.

#### **Site Visits (Reference: Part IV, Section L.40)**

Site visits are not considered necessary to respond to this solicitation.

#### **Offer/Proposal Instructions (Reference: Part IV, Section L.34)**

In addition to the other Volumes required, the actual Offer (Volume IV) shall consist of 1) Standard Form 33, "Solicitation, Offer, and Award," with blocks 13 through 18 completed by the Offeror, and 2) RFP Section B.2, ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS, AND FINANCIAL LIMITATIONS, with the total estimated cost and base fee inserted in the appropriate spaces, through RFP Section K, "Representations, Certifications and Other Statements of Offerors." Offerors should pay extra attention to complete areas listed in Exhibits J.4 and J.7 of Section J and Section H.5 Options to Extend Services. The completion and submission to the Government of the above items will constitute an Offer and will indicate the Offeror's unconditional assent to the terms and conditions of this RFP and to any attachments hereto.

The importance of supplying full and complete information in your initial response to this solicitation cannot be overemphasized. **THE GOVERNMENT INTENDS TO EVALUATE PROPOSALS AND AWARD A CONTRACT WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS AS DESCRIBED IN FAR 15.306(A)). THEREFORE, THE OFFEROR'S INITIAL PROPOSAL SHOULD CONTAIN THE OFFEROR'S BEST TERMS FROM A COST, BUSINESS AND TECHNICAL STANDPOINT. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF THE CONTRACTING OFFICER LATER DETERMINES THEM TO BE NECESSARY.**

The Offeror shall identify and explain any exceptions or deviations requested or conditional assumptions made with respect to this solicitation. Any exceptions or deviations requested must contain sufficient amplification and justification to permit thorough evaluation without discussions. All benefits to the government shall be explained for each exception requested. An exception may not, of itself, automatically cause an Offer to be considered unacceptable. However, a significant exception or a number of exceptions not providing benefit to the government may cause an Offer to be considered unacceptable.

The proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential or financial information which the proposer (or its subcontractor offeror) does not want used or disclosed for any purpose other than evaluation of the proposal. Offerors are cautioned that certain proposal material may become subject to the Freedom of Information Act, as amended. The use and disclosure of such data may be restricted, provided the proposer marks the cover sheet of the proposal as indicated in Section L.1. Instructions to Offerors-Competitive Acquisition .

Proposals are due no later than December 15, 2000, by 3:00 p.m., local prevailing time, at the U.S. Department of Energy, Chicago Operations Office, Communications Center, Building 201, Room 168, 9800 South Cass Avenue, Argonne, Illinois 60439-4899, ATTN: Ms. Tonja L. Stokes, Executive Secretary, Acquisition and Assistance Group. No other location is acceptable (Reference: Section L.1 & L.30).

**CAUTION:** Late proposals, modifications, and withdrawals will be treated in accordance with Part IV, Section L.1 Instructions to Offerors-Competitive Acquisition, (c)(3).

Your proposal must be submitted in accordance with the enclosed RFP package. Offerors must allow a minimum of 180 days from the date of receipt for acceptance thereof by the Government.

Questions concerning the RFP must cite the RFP number and be submitted via electronic mail to Tonja L. Stokes at [tonja.stokes@ch.doe.gov](mailto:tonja.stokes@ch.doe.gov).

**Availability and Obligation of Public Funds (Reference: Part IV, Section L.25)**

Funds are not presently available for the contract resulting from this solicitation. The Government's obligation under the contract is contingent upon the availability of appropriated funds from which payment for contract performance can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for the contract and until the Contractor receives notice of such availability which will be confirmed in writing by the Contracting Officer.

This RFP does not commit the Government to pay any cost for the preparation and submission of proposals. DOE also brings to your attention that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed acquisition.

**Intention to Propose**

Please review the RFP and complete the information on the attached page. This information is to be received by the Executive Secretary as stated in the aforementioned paragraph entitled "Offer/Proposal Instructions", no later than 3:00 p.m., local prevailing time, on November 15, 2000.

Sincerely,

Carla V. Harper, Chairperson  
Information Technology Support  
Services  
Source Evaluation Panel

Enclosures:

1. Intent to Propose
2. RFP No. DE-RP02-01CH11038

## INTENTION TO PROPOSE

### RFP NO. DE-RP02-01CH11038 FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CHICAGO OPERATIONS OFFICE

Please review this RFP and complete the following information. This information is to be received by fax or e-mail to Ms. Tonja L. Stokes, Executive Secretary, no later than 3:00 p.m., local prevailing time, on November 15, 2000.

1. INTENT TO PROPOSE

a. ☐ WE DO INTEND TO SUBMIT A PROPOSAL

b. ☐ WE DO NOT INTEND TO SUBMIT A PROPOSAL

2. NAME AND ADDRESS OF FIRM OR ORGANIZATION (include Zip Code):

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REPRESENTATIVE:\_\_\_\_\_

TITLE:\_\_\_\_\_

SIGNATURE:\_\_\_\_\_

PHONE NUMBER: (    )\_\_\_\_\_DATE:\_\_\_\_\_

FAX NUMBER: (    )\_\_\_\_\_

RETURN TO:        Ms. Tonja L. Stokes  
RFP No. DE-RP02-01CH11038  
U. S. Department of Energy  
Chicago Operations Office  
Communications Center  
Building 201, Room 168  
9800 South Cass Avenue  
Argonne, Illinois 60439-4899  
FAX: (630) 252-5045  
Email: tonja.stokes@ch.doe.gov

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>N/A</b>	PAGE OF 1 PAGES
2. CONTRACT NO. DE-AC02-01CH11038 SBA REQ #0507-00-002670	3. SOLICITATION NO. DE-RP02-01CH11038	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION PURCHASE NO. 02-01CH11038.000	
7. ISSUED BY <b>U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, Illinois 60439</b>			8. ADDRESS OFFER TO <i>(If other than Item 7)</i> <b>U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, Illinois 60439 Attn: Tonja L. Stokes, BLDG. 201, Room 168</b>		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

<b>SOLICITATION</b>		
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Part IV, Section L.30 and L.32</u> until <b>3:00 p.m.</b> local time <b>December 15, 2000</b> .		
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions in this solicitation.		
10. FOR INFORMATION CALL	A. NAME <b>Tonja L. Stokes</b>	B. TELEPHONE NO. (NO COLLECT CALLS) <b>630/252-2136</b>
		C. E-Mail Address: tonja.stokes@ch.doe.gov

11. TABLE OF CONTENTS						
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS		
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		X	K	REPS., CERTS, STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS				

<b>OFFER (Must be fully completed by Offeror)</b>				
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Sec. I, Clause No. 52-232-25)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE <input type="text"/>	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NO. (     )	15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

<b>AWARD (To be completed by Government)</b>				
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) (     )     15U.S.C. 637 (a) <input type="checkbox"/> 41 U.S.C. 253(c) (5)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		ITEM
24. ADMINISTERED BY <i>(If other than Item 7)</i> CODE		25. PAYMENT WILL BE MADE BY CODE  <b>See Section J.5</b>		
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

**IMPORTANT - Award will be made on this Form or on Standard Form 26 or by other authorized official written notice.**

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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- B.1 ITEMS BEING PROCURED
- B.2 ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

## PART I

## SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTSB.1 ITEMS BEING PROCURED

- (a) During the period February 1, 2001, through January 31, 2002, the Contractor shall devote the total direct productive labor hours (DPLH) set forth below, which includes subcontractor(s) effort, if any, or their equivalent as may be approved by the Contracting Officer, and furnish all necessary facilities, materials, services, incidental personnel necessary to support the DPLH set forth below, and all other necessary and incidental related items (except as may be furnished by the Government, reference Section H.4 – GOVERNMENT - FURNISHED PROPERTY), and otherwise do all activities necessary for, or incidental to, the performance of the Statement of Work set forth in Part I, Section C, and fulfilling the other requirements of the contract including reports as set forth in Section C.2, PLANS AND REPORTS.

<u>Base Period</u>	<u>Total Direct Productive Labor-Hours (DPLH)</u>
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12 months	48,360
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- (b) The DPLHs specified for the base and option periods is the estimated level of effort expected to be needed for Task Orders which may be issued in accordance with Section H .11– PROCEDURES FOR PLACING TASK ORDERS hereunder. However, this contract is to be available for the Government to obtain services for the contract period, as it may be extended pursuant to the option provision hereof, even if the DPLH thereof and/or the estimated costs as originally specified is insufficient. Should the DPLH and/or the estimated costs be exhausted, the Government may negotiate a change to either or both to allow the provision of services for the contract period as it may be extended pursuant to the option provision hereof, and may negotiate an appropriate fee adjustment for any material increase (defined as plus or minus 10%) in the total DPLH specified in Subsection B.1.(a). Any such negotiated change must be within the scope and under the terms of this contract.
- (c) All work under this contract shall be performed under the general guidance and direction of the DOE Technical Manager (TM) who is identified in Section G.2 – GOVERNMENT CONTACTS FOR POST-AWARD ADMINISTRATION and whose responsibilities are defined in Section H.2 - TECHNICAL DIRECTION AND SURVEILANCE. Such guidance and direction shall not, however, effect any change in the Schedule, Statement of Work, Estimated Cost, Reporting Requirements, or other provisions of this contract. Such changes shall be only by action of the Contracting Officer.

**B.2 ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS**

- (a) The estimated cost for the performance of the work hereunder, exclusive of unexercised option(s), is \$\*\_\_\_\_\_.
- (b) (1) The base fee for the performance of the work under this contract, exclusive of unexercised Options, is \$\*\_\_\_\_\_. Said base fee is defined and payable in accordance with Section H.13 - BASE AND AWARD FEE, of the Schedule.
- (2) The available maximum award fee for the performance of the work under this contract, exclusive of unexercised options, is \$\*\_\_\_\_\_. Said maximum award fee is defined and payable in accordance with the aforementioned Section H.13 of the Schedule. A material change in the DPLH specified in Article B.1, Items Being Procured, may result in an equitable adjustment in the maximum award fee in accordance with the procedures provided for in the "Changes" clause of the contract set forth in Part II, Section I, Appendix A.
- (c) Pursuant to the clause entitled, "Limitation of Funds" set forth in Part II, Section I, Appendix A, the amount of \$\*\*\_\_\_\_\_ has been allotted and is available for payment of the DPLH expended, other direct costs, and base fee/award fee under this contract. The period of performance which it is estimated the allotted amount will cover is through \*\*\_\_\_\_\_.
- (d) The amount presently obligated by the Government with respect to this contract is \$\*\*\_\_\_\_\_. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties.
- (e) The giving of any notice by either party under this article or the clauses entitled, "Limitation of Funds" or "Limitation of Cost" set forth in Part II, Section I, Appendix A, as applicable, shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination Clause for this contract set forth in Part II, Section I, Appendix A.
- (f) When funds are obligated under this contract, DOE shall inform the Contractor in writing regarding any limitations on amounts available for operating & plant and capital equipment funds and technical support and program execution funds under this contract. The limitations so established shall be binding on the Contractor.

\* **Must be completed with submission of proposal.**

\*\* **To be inserted at time of award by the Government.**

- (g) The clause entitled "Limitation of Funds" shall be applicable and the clause entitled "Limitation of Cost" inapplicable until such time as an amount equal to the estimated cost inclusive of the base fee as set forth in paragraphs (a) and (b) above, is obligated to this contract. Thereafter, the "Limitation of Cost" clause shall be applicable and the "Limitation of Funds" clause inapplicable.

PART I

SECTION C

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C.2 PLANS AND REPORTS

PART I

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Statement of Work to be performed under this contract is set forth in Part III, Section J.

C.2 PLANS AND REPORTS

The Contractor shall prepare and submit (postage prepaid) the plans and reports indicated on DOE F 1332.1, Reporting Requirements Checklist, in Part III, Section J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, to the addresses indicated in the attachment to the form. Preparation of the specified plans and reports shall be in accordance with DOE Order 1332.1A, Change 1, "Uniform Reporting System". The level of detail the Contractor must provide in the plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories delineated in Block 4, Planning and Reporting Requirements, or Block 6, Special Instructions, on the DOE F 1332.1 or in a particular contract clause. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted is compatible with the data elements that the prime contractor is responsible for submitting to DOE. If subcontractors are involved, the prime contractor plans and reports submissions shall be structured in such a manner to permit clear identification of the subcontractor's cost and manpower inputs. Plans and reports submitted in compliance with this provision are in addition to any other reporting requirements of this contract.

Notwithstanding the "Changes" clause of the contract, set forth in Part II, Section I, Appendix A, the Contracting Officer may require reasonable variations in the quantity of the plans and reports to be submitted pursuant to the above without any adjustment in the base fee or award fee, if any, under this contract.

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D.2 MARKING

PART I

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s). If the deliverable is of such urgency, a more expedient method of delivery may be utilized.

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

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PART I

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.2 ACCEPTANCE

Acceptance of all work and effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer or any duly authorized representative.

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SECTION F

DELIVERIES OR PERFORMANCE

- F.1 PERIOD OF PERFORMANCE
- F.2 STOP WORK ORDER - ALTERNATE I

PART I

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The performance of the work described in Part I, Section C – DESCRIPTION/ SPECIFICATIONS/WORK STATEMENT shall commence on February 1, 2001, and shall continue up to and including January 31, 2002; unless sooner terminated as hereinafter provided or extended by exercise of any, or all, of the options contained in Subsection H.5 - OPTIONS TO EXTEND SERVICES, set forth in Part I, Section H - SPECIAL CONTRACT REQUIREMENTS.

F.2 FAR 52.242-15 STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - (1) Cancel the stop work order, or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

PART I

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- G.2 GOVERNMENT CONTACTS FOR POST-AWARD ADMINISTRATION
- G.3 BILLING INSTRUCTIONS

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract is subject to the following procedures:

- (a) Subject Line(s) - All correspondence should contain a subject line, commencing with the contract number and subject matter. An example is illustrated below:

SUBJECT: CONTRACT NO. (Insert the contract number), REQUEST FOR SUBCONTRACT CONSENT.

- (b) Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence where patent or proprietary data issues are involved or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) should be addressed to the DOE Technical Manager (TM), with an information copy to the DOE Contract Specialist.
- (c) Correspondence Regarding Inventions - All correspondence for Patent related matters (inventions, etc.) should be mailed to:

U. S. Department of Energy  
Chicago Operations Office  
Office of Intellectual Property Law  
9800 S. Cass Avenue  
Argonne, Illinois 60439

Information copies of patent related correspondence should be sent to the Contracting Officer. Also see the paragraph entitled "Publication", if included in this contract, under the article entitled, "Patent Rights" set forth in Part II, Section I, Appendix B of this contract and the DOE F 1332.1 - Reporting Requirements Checklist set forth in Part III, Section J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, of this contract.

- (d) Other Correspondence - All other correspondence, except for reporting of inventions, should be addressed to the Contracting Officer, with information copies of the correspondence to the DOE TM and DOE Intellectual Property Counsel when deemed appropriate (where patent or technical data issues are involved).

## G.2 GOVERNMENT CONTACTS FOR POST-AWARD ADMINISTRATION

### (a) DOE Contracting Officer

For definition see Part II, Section I, Appendix A, Clause 1, "Definitions" of this contract.

The Contracting Officer is the only official who can:

- (1) assign additional work within the general scope of the Statement of Work of the contract;
- (2) issue a change as defined in the "Changes" clause of the contract;
- (3) cause an increase or decrease in the total estimated cost or the time required for contract performance;
- (4) change any of the expressed terms, conditions or specifications of the contract; and
- (5) accept non-conforming work.

### (b) DOE Contract Specialist for Administration

The Contract Specialist should be used as the point of contact for all but technical and patent related matters (see G.1).

The Contract Specialist for this contract is:

Name: \*\*

---

Address: U. S. Department of Energy  
Chicago Operations Office  
Acquisition and Assistance Group  
9800 South Cass Avenue  
Argonne, Illinois 60439

Telephone No.: \*\*

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Any change in the DOE Contract Specialist may be made administratively by letter from the Contracting Officer.

**\*\*To be inserted at time of award by the Government**

(c) DOE Technical Manager (TM)

The limitations of the Technical Manager's authority are defined in Part I, Section H.2 - TECHNICAL DIRECTION AND SURVEILLANCE clause.

The performance of work under this contract is subject to the direction of the TM in accordance with the TECHNICAL DIRECTION AND SURVEILLANCE clause of the contract. The TM should be used as the point of contact on all technical matters (see G.1 (b)). The TM for this contract is:

Name: \*\*

Address: \*\*

\*\*

\*\*

Telephone No.: \*\*

(d) DOE Intellectual Property Counsel

See G.1(c).

(e) DOE Property Administrator

Property correspondence should be addressed to the Contracting Officer and property matters referred to the Contract Specialist unless property administration has been delegated, in which case, separate instructions will be sent administratively by letter from the Contracting Officer, which will supersede this paragraph.

## G.3 BILLING INSTRUCTIONS

Invoices: Certified original invoices should be submitted to the Contract Specialist (See G.2 (b)) in accordance with the Billing Instructions set forth in Part III, Section J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, and in accordance with the Allowable Cost and Payment provisions of this contract as set forth in Part II, Section I, Appendix A.

Additionally, the Contractor shall identify the individual in its organization to be contacted relative to each invoice.

**\*\*To be inserted at time of award by the Government**

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SUBCONTRACTS, PURCHASE ORDERS AND CONSULTING SERVICES

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled "Subcontracts", as set forth in Part II, Section I, Appendix A - GENERAL PROVISIONS FOR COST-TYPE CONTRACTS, the Contractor shall ensure that:
  - (1) Subcontracts contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;
  - (2) Appropriate Representations and Certifications have been received from the Subcontractor;
  - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received pursuant to the clause entitled "Subcontracts". Unless the consent or approval specifically provides otherwise, consent by the Contracting Officer to any subcontract shall not constitute a determination (i) to revise this contract or any of the respective obligations of the parties thereunder, or (ii) to create any subcontractor privity of contract with the Government.
- (b) In order to insure that the proposed subcontract is properly evaluated prior to Contracting Officer consent, a copy of the proposed subcontract document along with any documentation required by the clause, "Subcontracts", shall be submitted by the prime contractor to the responsible Contracting Officer.
- (c) DOE Acquisition Regulation (Subpart 908.71 - Acquisition of Special Items) sets forth requirements and procedures for the acquisition of special items by DOE contractors such as: motor vehicles, alcohol, helium, calibration services, aircraft, Government license tags, office machines, office furniture and furnishings, fuels and packaged petroleum products, coal, forms, electronic data processing tape, tabulating machine cards, heavy water, and precious metals. Contractors should familiarize themselves with the contents of this regulation.

- (d) In addition to the provisions of the clause entitled "Subcontracts", the prior written consent of the Contracting Officer shall be obtained for the services of consultants when: (1) any employee of the Contractor is to be reimbursed as a "consultant" under this contract, or (2) the consulting agreement provides for a daily rate in excess of \$400.00 per day, or (3) the consulting agreement provides for total compensation in excess of \$5,000.00.

## H.2 TECHNICAL DIRECTION AND SURVEILLANCE

- (a) The work to be performed by the Contractor under this contract is subject to the surveillance and written Technical Direction of a "Technical Manager(s)", identified in Part I, Section G, who shall be specifically appointed by the Contracting Officer in writing. The term "Technical Direction" is defined to include, without limitation, the following:

- (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise provide technical guidance to the Contractor in order to accomplish the tasks and requirements stated in Part I, Section C - Description/Specifications/Work Statement of this contract.
- (2) Provision of information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of Part I, Section C - Description/Specifications/Work Statement of this contract.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications or technical information to be delivered by the Contractor to DOE under the contract.

The Technical Manager( s) shall monitor the Contractor's performance with respect to compliance with the requirements of this contract.

- (b) Technical direction and management surveillance shall not impose tasks or requirements upon the Contractor additional to or different from the tasks and requirements stated in Part I, Section C - Description/Specifications/Work Statement of this contract. The Technical Direction to be valid:
  - (1) Must be issued in writing consistent with the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract; and

- (2) May not:
- (i) constitute an assignment of additional work outside the tasks and requirements stated in Part I, Section C - Description/Specifications/Work Statement of this contract;
  - (ii) constitute a change as defined in the "Changes" clause of the contract;
  - (iii) in any manner cause an increase or decrease in the total estimated contract cost or the time required for contract performance;
  - (iv) change any of the expressed terms, conditions or specifications of the contract; or
  - (v) accept non-conforming work.
- (c) The Contractor shall proceed promptly with the performance of Technical Directions duly issued by the Technical Manager(s) in the manner prescribed by paragraph (b) and which are within his authority under the provisions of paragraph (a); provided, however, that the Contractor shall immediately cease the performance of any Technical Direction upon receipt of a written instruction to that effect from the Contracting Officer.
- (d) If in the opinion of the Contractor, any Technical Direction issued by the Technical Manager(s) is within one of the categories as defined in (b)(2)( i) through (v) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such Technical Direction and shall request the Contracting Officer to modify the contract accordingly. Such notice shall ( i) include the reason upon which the Contractor bases its belief that the Technical Direction falls outside the purview of paragraph (a) above and (ii) include the Contractor's best estimate as to any necessary revisions in the estimated cost, base and award fee, performance time, delivery schedules and any other contractual provisions that would result from implementing the Technical Direction. If, after reviewing the information presented pursuant to (d)( i), the Contracting Officer is of the opinion that such Technical Direction is within the purview of the "Changes" clause of the contract, set forth in Part II, Section I, Appendix A and he considers such changes desirable, he will issue unilateral direction to proceed pursuant to the authority granted him under said clause. If the Contracting Officer determines that such direction is Technical direction authorized by this clause, the Contracting Officer will direct the Contractor to proceed with the implementation of such Technical Direction and the Contractor shall comply therewith. In the event the Contracting Officer determines that it is necessary to

avoid a delay in performance of the contract he may, in writing, direct the Contractor to proceed with the implementation of the Technical Direction pending receipt of the information to be submitted pursuant to (d)(i) and (ii) above. Should the Contracting Officer later determine that Change direction is appropriate, the written decision issued hereunder shall constitute the required Change direction.

- (e) Failure of the Contractor and the Contracting Officer to agree on whether the Government Direction as issued is Technical Direction or a change within the purview of the "Changes" clause of the contract and/or otherwise falls within the limitations set forth in (b) above shall be a contract dispute concerning a question of fact within the meaning of the "Disputes" clause of the contract, set forth in Part II, Section I, Appendix A.
- (f) The only persons authorized to give Technical Direction to the Contractor under this contract are the Contracting Officer and the Technical Manager (Reference Subsection G.2) who will be appointed by the Contracting Officer in writing. Any action taken by the Contractor in response to any direction given by any person other than the Contracting Officer or Technical Manager shall not be binding upon the Government.

### H.3 COST PRINCIPLES FOR COMMERCIAL ORGANIZATIONS

The cost principles contained in Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, and Department of Energy Acquisition Regulation (DEAR) Subpart 931.2, in effect on the effective date of the contract, are hereby incorporated by reference into this contract and shall be utilized to determine allowability of costs other than those comprising the fixed billable hourly labor rates, set forth in Section J of this contract.

For ease of reference the following is a listing of cost principles and their effective dates, which may be applicable to this contract.

<u>Number</u>	<u>Reference</u>	<u>Title</u>	<u>Date</u>
1.	FAR 31.201-1	Composition of total cost.....	Feb 1995
2.	FAR 31.201-2	Determining allowability .....	Aug 1996
3.	FAR 31.201-3	Determining reasonableness .....	Jul 1987
4.	FAR 31.201-4	Determining allocability .....	Apr 1984
5.	FAR 31.201-5	Credits .....	Dec 1998
6.	FAR 31.201-6	Accounting for unallowable costs .....	Feb 1995
7.	FAR 31.201-7	Construction and architect-engineer contracts .....	Apr 1984
8.	FAR 31.202	Direct costs.....	Apr 1984
9.	FAR 31.203	Indirect costs.....	Aug 1992

10.	FAR 31.204	Application of principles and procedures .....	Oct 1997
11.	FAR 31.205-1	Public relations and advertising costs .....	May 1999
12.	FAR 31.205-2	Reserved	
13.	FAR 31.205-3	Bad debts.....	Apr 1984
14.	FAR 31.205-4	Bonding costs .....	Apr 1984
15.	FAR 31.205-5	Reserved.....	Apr 1984
16.	FAR 31.205-6	Compensation for personal services .....	Jun 1999
17.	FAR 31.205-7	Contingencies .....	Apr 1984
18.	FAR 31.205-8	Contributions or donations .....	Apr 1986
19.	FAR 31.205-9	Reserved	
20.	FAR 31.205-10	Cost of money.....	Apr 1998
21.	FAR 31.205-11	Depreciation .....	Feb 1997
22.	FAR 31.205-12	Economic planning costs .....	Apr 1984
23.	FAR 31.205-13	Employee morale, health, welfare, food service, and dormitory costs and credits .....	Oct 1995
24.	FAR 31.205-14	Entertainment costs .....	Oct 1995
25.	FAR 31.205-15	Fines, penalties, and mischarging costs .....	Jan 1991
26.	FAR 31.205-16	Gains and losses on disposition or impairment of depreciable property or other capital assets .....	Feb 1997
27.	FAR 31.205-17	Idle facilities and idle capacity costs .....	Apr 1984
28.	DEAR 931.205-18	Independent research and development (IR&D) and bid and proposal (B&P) Cost.....	Feb 1998
29.	FAR 31.205-19	Insurance and indemnification .....	Aug 1992
30.	FAR 31.205-20	Interest and other financial costs .....	Nov 1999
31.	FAR 31.205-21	Labor relations costs .....	Apr 1984
32.	FAR 31.205-22	Lobbying and political activity costs .....	Jan 1997
33.	FAR 31.205-23	Losses on other contracts.....	Apr 1984
34.	FAR 31.205-24	Maintenance and repair costs .....	Aug 1992
35.	FAR 31.205-25	Manufacturing and production engineering costs .....	Apr 1984
36.	FAR 31.205-26	Material costs.....	Oct 1997
37.	FAR 31.205-27	Organization costs.....	Apr 1988
38.	FAR 31.205-28	Other business expenses .....	Apr 1984
39.	FAR 31.205-29	Plant protection costs .....	Apr 1984
40.	FAR 31.205-30	Patent costs.....	Apr 1984
41.	FAR 31.205-31	Plant reconversion costs .....	Apr 1984
42.	DEAR 931.205-32	Precontract costs.....	Oct 1984
43.	FAR 31.205-33	Professional and consultant service costs .....	Oct 1997
44.	FAR 31.205-34	Recruitment costs.....	May 1999
45.	FAR 31.205-35	Relocation costs.....	Jul 1987
46.	FAR 31.205-36	Rental costs .....	Dec 1996
47.	FAR 31.205-37	Royalties and other costs for use of patents.....	Apr 1986
48.	FAR 31.205-38	Selling costs.....	May 1997
49.	FAR 31.205-39	Service and warranty costs .....	Apr 1986
50.	FAR 31.205-40	Special tooling and special test equipment costs .....	Apr 1986

51.	FAR 31.205-41	Taxes.....	Mar 1996
52.	FAR 31.205-42	Termination costs .....	Oct 1997
53.	FAR 31.205-43	Trade, business, technical, and professional activity costs .....	Oct 1995
54.	FAR 31.205-44	Training and education costs .....	Aug 1987
55.	FAR 31.205-45	Transportation costs .....	Apr 1984
56.	FAR 31.205-46	Travel costs .....	Aug 1998
57.	DEAR 931.205-47	Costs related to legal and other proceedings .....	Nov 2000
58.	FAR 31.205-48	Deferred research and development costs.....	Sep 2000
59.	FAR 31.205-49	Goodwill.....	Aug 1984
60.	FAR 31.205-50	Reserved	
61.	FAR 31.205-51	Cost of alcoholic beverages .....	Apr 1986
62.	FAR 31.205-52	Asset valuations resulting from business combinations .....	Apr 1998

#### H.4 GOVERNMENT-FURNISHED PROPERTY

Pursuant to paragraph (a) (2) of the Government Property clause, set forth in Part II, Section I, Appendix C, ADDITIONAL GENERAL PROVISIONS FOR COST-TYPE CONTRACTS the following item(s) shall be furnished to the Contractor for performance of the work hereunder:

The Government will provide all supplies and equipment, including all computer systems and office supplies, required under this contract. Office supplies will include such items as a desk, chair, computer, telephone, calculator, and utilities and miscellaneous supplies such as pens, paper, etc.

#### H.5 OPTIONS TO EXTEND SERVICES

- (a) The Government has the unilateral option for four one-year extensions covering the continued performance of the work set forth in the Statement of Work (Ref. Section J, Attachment 1) for this contract.
- (b) The estimated cost, base fee, maximum award fee and estimated level of effort which may be added to this contract pursuant to paragraph (a) above for the performance of the work under this contract for each of the four one-year option periods is as follows:

**OPTION PERIOD 1:** February 1, 2002 through January 31, 2003

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Maximum Award Fee</u>	<u>Total Direct Productive Labor Hours</u>
* _____	* _____	* _____	48,360

**OPTION PERIOD 2:** February 1, 2003 through January 31, 2004

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Maximum Award Fee</u>	<u>Total Direct Productive Labor Hours</u>
* _____	* _____	* _____	48,360

**OPTION PERIOD 3:** February 1, 2004 through January 31, 2005

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Maximum Award Fee</u>	<u>Total Direct Productive Labor Hours</u>
* _____	* _____	* _____	48,360

**OPTION PERIOD 4:** February 1, 2005 through January 31, 2006

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Maximum Award Fee</u>	<u>Total Direct Productive Labor Hours</u>
* _____	* _____	* _____	48,360

Each of the four one-year options can be exercised for the increase in the estimated level of effort, the base fee and maximum award fee specified above. Should the DPLH specified in any period as it may be extended, be exhausted before the expiration of the current period of performance, the option for the next period may be exercised and the cumulative level of effort for the extended period will be available to allow performance based upon the merger of the labor-hours and periods. Each of the option's labor-hours, estimated cost, and fee will be merged and cumulated for any extended period so that at the end of such period, as extended by the options (if exercised), the total contract period will be

\* **Must be completed with submission of proposal.**

five (5) years and the estimated cost, base and award fee, DPLH, and obligated amount will be the total of that for the base period, plus the option periods, and not segregated into discrete periods and amounts therefore.

The Contractor agrees to perform each of these additional one-year option periods, provided, that the Contracting Officer shall, at least 60 days prior to the expiration of the period of performance of this contract, including any extension due to the exercise of an option, give written preliminary notice of intention to exercise an option, and exercises the option prior to the expiration of the period of performance of this contract. The preliminary notice shall preserve the Government's prerogative to exercise the option, but shall not be deemed to commit the Government to the exercise of the option.

#### H.6 ALTERATIONS IN CONTRACT

Section I, Appendix A – Department of Energy – Chicago Operations Office, General Provisions for Cost Type Contracts for work with Commercial Organizations (coded CRDC-1000) is altered as follows:

Clause No. 55, FAR 52.244-2, Subcontracts (AUG 1998), Alternate II (AUG 1998); Reference paragraph (e) Insert “None”.

#### H.7 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Representations and Certifications dated \*\* are hereby incorporated by reference and made a part of this contract as are all others obtained in connection with this contract or contract modification.

#### H.8 ADVANCE UNDERSTANDINGS

The following Advance Understandings are made a part of this contract:

Labor Rates – DPLH rates estimated and/or invoiced under this contract **shall not exceed** the fully burdened fixed billable hourly labor rates set forth on the Pricing Schedules set forth in Section J.7.

Severance Pay - In accordance with FAR 31.205-6(g)(2)(iii), as identified in Section H.3, only that portion of a contractor employee’s severance pay attributable to the time the employee was engaged in work under this contract will be allowed.

**\*\* To be inserted at time of award by the Government**

#### H.9 INSURANCE REQUIREMENTS UNDER COST-REIMBURSEMENT CONTRACTS

The minimum amount of insurance coverage to be maintained by the contractor(s) shall be in accordance with FAR 28.307-2, unless increased coverage is otherwise required by law or regulation. The Contractor's insurance policy shall list the U.S. Government and the University of Chicago as additional insureds.

#### H.10 SECURITY CLEARANCE

The Contracting Officer shall coordinate after award all necessary security clearances for Contractor personnel, as required, at the Government's expense.

#### H.11 PROCEDURES FOR PLACING TASK ORDERS

(a) Overview - Any services to be furnished under this contract shall be ordered by issuance of Task Orders only. Such Task Orders are issued on an administrative basis and not formally listed in this contract document. The DOE Technical Manager will assign a DOE Task Monitor to facilitate the execution of each task order. Task Orders issued will provide the basis for determination of Award Fee and provide information for contract management. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall control. Performance under this contract shall be subject to the task ordering procedures discussed in Subsection H.11(b). The procedures are subject to the following five provisions:

- (i) All work will be assigned to the contractor via individual Task Request Proposals signed by the DOE Technical Manager.
- (ii) The DOE Technical Manager will monitor work requests initiated via Help Desk calls.
- (iii) The Contractor shall coordinate all Contractor/Requestor meetings with the DOE Technical Manager prior to scheduling the meetings.
- (iv) The DOE Technical Manager will assign all work priorities.
- (v) The DOE Technical Manager is authorized to waive or modify any of the procedures below.

(b) Task Ordering Process Description

## (i) Initiation of Request

The DOE requestor completes Part 1 of the DOE-CH Task Request Proposal Form provided in Section J.3 - TASK ORDER FORMATS and forwards the approved form to the DOE Technical Manager who will assign the task to the applicable DOE Task Monitor.

## (ii) Request Proposal

The DOE Task Monitor completes appropriate sections of Part 2 of the Task Request Proposal Form and provides it to the DOE Technical Manager for review and approval. Once the DOE Technical Manager approves said document the original and any attachments will be provided to the Contractor's Project Manager.

## (iii) Management Plan Submission and Approval

1. The Contractor's Project Manager develops a management plan and enters the estimated start and end dates, direct productive labor hours, estimated cost, labor categories and the name(s) of the staff personnel assigned to the project in Part 3 of the form. The Contractor's Project Manager provides the original Task Request Proposal Form and the management plan to the appropriate DOE Task Monitor within seven workdays (unless otherwise directed).
2. The DOE personnel identified in Part 4 of the Task Request Proposal Form review the management plan and indicate approval to proceed in Part 4 of the form and return the original form to the Contractor's Project Manager.
3. Should any DOE personnel identified in Part 4 of the Task Request Proposal Form disapprove the management plan, the DOE Technical Manager provides the reasons to the Contractor's Project Manager in writing. The Contractor's Project Manager must address any concerns, revise the plan if necessary, and resubmit the management plan. Disagreements may be resolved via decision of the Contracting Officer.
4. The contractor begins work upon receipt of the signed Part 4 - Approval to Proceed on the Task Request Proposal Form.

## (iv) Task Completion and Acceptance

1. Upon completion of the task, the Contractor's Project Manager enters the actual start and end dates, total hours, and cost to complete the project in Part 5 of the form. The Contractor's Project Manager signs, dates, and provides the original form to the appropriate DOE Task Monitor.
2. The DOE personnel identified in Part 6 of the Task Request Proposal Form review the completed project, evaluate the performance and cost effectiveness of the task, and indicate acceptance of the final work product in Part 6 of the form. The evaluation will be used for the determination of the performance based award fee. The original complete Task Request Proposal form will be retained by DOE and a copy will be provided to the Contractor's Project Manager.
3. Should any of the DOE personnel listed in Part 6 of the Task Request Proposal Form, disapprove the final work product, the DOE Technical Manager will provide the reasons to the Contractor's Project Manager in writing. The Project Manager must ensure that all concerns are addressed before the final work product is resubmitted for approval. The Contracting Officer will determine the action to be taken regarding unacceptable work products.

(v) Amendments (See format listed in Section J.3 - TASK ORDER FORMAT)

1. If changes in project definition occur, the DOE Task Monitor will initiate an amendment to Task Request Proposal form. This form is processed similarly to the original form (described above).
2. Should a previously submitted management plan require revision due to a change in contractor resources, the Contractor's Project Manager is required to complete a Contractor Amendment to Task Request Form and submit it with the revised management plan. This form is also processed similarly to the original form (described above).

H.12 TASK ORDER COSTS

Task orders will be issued and require the contractor to provide Direct Productive Labor Hours (DPLH) toward accomplishment of a specific task (or tasks) from the labor categories set forth in this contract, not exceeding the fully burdened fixed billable hourly labor rates set forth on the Pricing Schedules set forth in Section J.

Other Direct Costs (ODC) and travel costs required for performance of the Task Order will be identified and proposed with each specific Task Order proposal. Other direct costs and travel costs incurred in the performance of Task Orders shall be reimbursed to the Contractor at actual reasonable costs in accordance with FAR Part 31 - Contract Cost Principles and Procedures, DEAR Part 931 - Contract Cost Principles and Procedures, except as otherwise exempt.

### H.13 BASE AND AWARD FEE

#### (a) Definitions

- (i) Base Fee – is the fixed amount available an amount not to exceed 2% of the total estimated cost for the performance of work under the contract, as specified in Subsection B.2(b), ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS, of the contract.
- (ii) Award Fee Pool – is the amount available that the Contractor may earn, (an amount not to exceed 8% of the total estimated cost) in whole or in part, based on an evaluation of the contractor's performance under the contract, as specified in Subsection B.2(b)(2), ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS, of the contract  
  
The amount of award fee specified in Subsection B.2(b)(2), ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS, is the total amount available, for the award fee pool as a single sum, exclusive of the unexercised options, due and payable in the amounts specified herein.
- (iii) Fee Determination Official (FDO) – is the DOE Contracting Officer.

#### (b) Payment of Base and Award Fee

- (i) Base Fee - Upon the submission of a public voucher or invoice, the Government will make payment of the base fee in monthly increments **proportionate** to the Direct Productive Labor Hours (DPLH); including any subcontract hours; expended exclusive of any overruns, and subject to withholdings as may be provided elsewhere in this contract (Reference Subsection B.2.(b)).

- (ii) Award Fee - Following the determination by the Contracting Officer as set forth below, the Government will, on an annual basis, promptly make payment of any award fee above the base fee upon the submission of a public voucher or invoice in the amount of the total award fee earned for the period evaluated. Payment shall be made without the need for a contract modification.

(c) Determination of Award Fee Earned

- (i) The Government shall at the conclusion of each annual evaluation period specified in paragraph (ii) below provide rating(s) of the contractor's performance for task orders completed during the rating period and make a determination of award fee earned. The DOE Technical Manager will make a recommendation to the Contracting Officer on an annual basis in accordance with the schedule in paragraph (ii). The DOE Technical Manager will recommend whether any fee in addition to the base fee shall be paid the contractor.
- (ii) The available award fee shall be allocated to performance periods on an annual basis as follows:

	12 months
	2/1/2001 – 1/31/2002
Base Period:	* _____
	2/1/2002 – 1/31/2003
Option Period 1:	* _____
	2/1/2003 – 1/31/2004
Option Period 2:	* _____
	2/1/2004 – 1/31/2005
Option: Period 3:	* _____

\* Must be completed with submission of proposal .

12 Months  
2/1/2005 – 1/31/2006

Option  
Period 4:

\* \_\_\_\_\_

- (iii) It is agreed that the evaluation of contractor performance shall be conducted in accordance with paragraph (d) below, and that the contractor shall be promptly advised, in writing, of the determination. It is further agreed that the contractor will submit a self-evaluation of performance for each period under consideration. Said self-evaluation shall follow the same format prescribed in paragraph (e) below. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated, will be given such consideration as the FDO shall find appropriate.
  - (iv) Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).
  - (v) The contractor agrees that the determination as to the amount of award fee earned is a unilateral decisions made solely at the discretion of the Government Contracting Officer.
- (d) Performance Evaluation
- (i) The Contractor performance evaluation criteria upon which the determination of award fee earned shall be based, has been unilaterally established and may be unilaterally changed by the Government, and is set forth in paragraph (e) below.
  - (ii) The performance evaluation criteria may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 90 calendar days prior to the start of the evaluation period to which the change will apply.

\* **Must be completed with submission of proposal .**

(e) Criteria For Measurement And Evaluation Of Performance and Cost Effectiveness As Basis For Award Fee Determination

The contractor will receive a rating on task performance standards as set forth in (i) below and a rating on cost effectiveness as set forth in (ii) below when each assigned task is completed. The definition of each rating criterion is listed below:

- (i) Task Performance Standards: The task performance standards for Award Fee as stated in Attachment 2 of the Statement of Work, provide task performance goals for each task area. Each task will be individually rated for accomplishment of goal(s) with the following ratings:

**DID NOT MEET** = 0 POINTS

**MEETS** = .5 POINTS

**EXCEEDED** = 1.0 POINTS

- (ii) Cost Effectiveness: Each task will be individually rated for cost effectiveness. To receive a satisfactory or greater cost effectiveness evaluation the contractor must have met or exceeded the performance goals of the task. Each task will be evaluated using the following ratings:

**UNSATISFACTORY** = (.25) [Negative] POINTS

**MARGINAL** = 0 POINTS

**SATISFACTORY** = .5 POINTS

**EXCELLENT** = 1.0 POINTS

**OUTSTANDING** = 1.25

**Cost Effectiveness Definitions:**

Outstanding – Assigned task was performed at a significant decrease below the estimated cost, or the Contractor overcame significant cost obstacles to complete the required work and the costs incurred were significantly less (more than 10% less than the estimate) than that which reasonably could have been expected.

Excellent – Assigned task was performed with a decrease in cost from that estimated or the Contractor overcame cost obstacles to complete the required work and the costs incurred were 6% to 10% less than that which reasonably could have been expected.

Satisfactory – Assigned task was performed within a reasonable variance of plus or minus 5% from the estimated cost. Cost overruns, if any, were justifiable.

Marginal – Assigned task was performed but cost overruns were greater than 5% but less than 10% of the estimated cost.

Unsatisfactory – Assigned task was performed but costs overruns were 10% or more than the estimated cost and variances could not be reasonably justified.

(iii) Projected fee will be calculated using the following formula :

$$\frac{\text{Total Performance Standard Points} + \text{Total Cost Effectiveness Points}}{\text{Total Number of Performance Standards} + \text{Total Number of Tasks}} = \text{Fee}$$

**EXAMPLE:**

<b>TASK 1</b>				
<b>PERFORMANCE STANDARDS</b>	<b>DID NOT MEET</b>	<b>MEETS</b>	<b>EXCEEDS</b>	<b>TOTAL</b>
A. New Systems and Documentation Developed on Time		.5		
B. Accurate System Documentation		.5		
C. Consistent Software Engineering Method			1.0	
D. Consistent Documentation	0			
Total Standards	0	1.0	1.0	2.0

<b>TASK 1</b>						
<b>COST EFFECTIVENESS</b>	<b>UNSAT</b>	<b>MARG</b>	<b>SAT</b>	<b>EXCELL</b>	<b>OUTSTANDING</b>	<b>TOTAL</b>
Task Rating			.5			.5

**SUMMARY RATING**

**PERFORMANCE STANDARDS**

4 PERFORMANCE STANDARDS

TASK 1=TOTAL PERFORMANCE STANDARD POINTS= 2 POINTS

**COST EFFECTIVENESS**

TASK 1 = .5 POINTS

$$\frac{\text{TOTAL PERFORMANCE STANDARD POINTS} + \text{TOTAL COST EFFECTIVENESS POINTS}}{\text{TOTAL NUMBER OF PERFORMANCE STANDARDS} + \text{TOTAL NUMBER OF TASKS}} = \text{FEE}$$

$$\frac{2 \text{ PERFORMANCE STANDARD POINTS} + .5 \text{ COST EFFECTIVENESS POINTS}}{4 \text{ PERFORMANCE STANDARDS} + 1 \text{ TASKS}} = \frac{2.5 \text{ POINTS}}{5}$$

$$2.5 / 5 = 25\% \text{ OF FEE}$$

Note: If calculation yields a percentage higher than 100% (i.e., contractor exceeds all standards and all tasks rated outstanding for cost effectiveness) fee shall be limited to 100% of that available.

#### H.14 WITHHOLDING OF FEE

The Government shall pay the Contractor the Base Fee and Award Fee as specified in the Schedule; provided that after payment of 85 percent of the Base Fee and the Award fee, the Contracting Officer may withhold further payment of the Base Fee and the Award Fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. The reserve shall not exceed 15 percent of the total Base Fee and Award Fee, or \$100,000.00, whichever is less.

#### H.15 ADDITIONAL DOE REQUIREMENTS

As stated in the Statement of Work, the Contractor may also be required to provide support to other DOE-CH entities located at other sites. Although this additional work is mentioned in the Statement of Work, for pricing purposes the base and four options should be priced based only on the Illinois-based offices. Should the Contractor be required to support the other DOE sites, DOE will request a pricing proposal for these sites and the Statement of Work will be modified accordingly. In addition, the applicable wage determination will be incorporated and any equitable adjustments will be made.

#### H.16 ENVIRONMENT, SAFETY AND HEALTH

In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection of employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes.

With respect to the performance of any portion of the work under this contract, which is performed at a DOE-owned or controlled site, the Contractor shall develop a documented Safety Program for DOE approval. At a minimum, the Safety Program documentation shall provide for implementation of: 1) the core functions and guiding principles of integrated safety management as defined by DOE P 450.4 Safety Management System Policy 2) all DOE, state and federal ES&H regulations applicable to the work to be performed at the DOE site; and 3) any requirements of the Safety Management System of the site operator applicable to the work to be performed at the DOE site, as set forth in a Memorandum of Agreement (See Attachment A of this section for Sample MOA) between Contractor, DOE, and the operator of the DOE site. DOE requirements include, but are not limited to, all OSHA standards, plus the ES&H reporting requirements indicated on DOE F 1332.1, Reporting Requirements Checklist, in Part III, Section J.2, Attachment 2, as well as with any other ES&H reporting requirements the Contracting

Officer may from time to time require. Completion of Attachment B of this Section, Low Risk Job Safety Analysis form ESH-209L, is necessary after award but before work begins. This form has been provided for informational purposes only and should not be included in the Offeror's proposal.

H.17. WORKER PROTECTION

The majority of the Contractor's work will be in office environments. Some on-site work will be required at a laboratory building where host activities include low-level radiochemical analyses. The host will provide monitoring of health and safety parameters. This may include personnel radiological monitoring by various methods. For example, local personnel monitoring instrumentation may be provided in certain areas. The areas requiring such usage, and associated procedures, are posted.

H.18 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT 2001)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.19 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS-SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

## ATTACHMENT A

### SAMPLE MEMORANDUM OF AGREEMENT – ENVIRONMENT, SAFETY, AND HEALTH

CONTRACTOR XX AND [SITE OPERATOR] e.g., ANL

Contract No. \_\_\_\_

1. In addition to the compliance requirements established in the Safety and Health article and in Exhibit \_\_ [written ES&H directives], the Contractor agrees to conduct all work in conformance with the Site Operator's\* Safety Management System, thus complying with all ES&H requirements of the Site Operator, including training, conduct of work, reporting, etc.
2. The Site Operator agrees to integrate ES&H aspects of the Contractor's work into its own Safety Management System, as if it were operating under direct contract to the Site Operator. This includes determining the applicability of requirements, providing training, reviewing ES&H aspects of the Contractor's work, etc.
3. The Site Operator agrees to a) collect Contractor reporting data in the following categories: \_\_\_\_ and b) provide these data to the Contracting Officer in accordance with the reporting requirements of \_\_\_\_ .

and/or:

3. The Contractor agrees to report data in the following categories \_\_\_\_ directly to the Contracting Officer, in accordance with the reporting requirements of \_\_\_\_ .
4. Conflicts that may arise relating to the above stipulations shall be reported to and resolved by the Contracting Officer.

\*For work at NBL, this shall include NBL and ANL.

Signatories: Contractor, Site Operator\*, Contracting Officer

ESH-209L (9-99)

**ATTACHMENT B**  
**Low Risk Job Safety Analysis**

This form is to be completed by the service contractor and submitted to the Technical Representative for approval before work begins.

Job Title: _____		
Building Area: _____		
Contractor: _____	Contract Number: _____	
Foreman: _____	Phone No.: _____	Page: _____

ANL Technical Representative: _____	
Phone No: _____	Page: _____
ES&H Coordinator: _____	
Phone No: _____	Page: _____

<input type="checkbox"/> Approved
<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not approved – Resubmit
ANL Technical Representative: _____
(Signature)
Date: _____

Task/Activity	Safety Hazard(s)	Precaution taken to eliminate safety hazards
<div></div>		

**Signature Sheet**

In your orientation to your employees, you must address the following:

- Emphasize compliance with OSHA (29 CFR) 1910/1926.
- Review safety hazards and associated precautions identified in the special conditions of the job specifications and on this form.

**Workers performing the job are to sign below.**

ES&H information relative to this job has been reviewed with me by my company prior to starting work.

Name (print clearly)	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor will provide a copy of this sheet to the ANL Technical Representative with initial signature and all signatures of any workers subsequently assigned to this job.

## **INSTRUCTIONS FOR LOW RISK SERVICE CONTRACTOR ENVIRONMENT, SAFETY AND HEALTH REQUIREMENTS**

These instructions provide an overview of the Laboratory's Environment, Safety and Health (ES&H) expectations for low risk service contractors. The Laboratory's expectations include a set of requirements which assures that contractors have a complete and integrated ES&H program and that their program be aggressively implemented. The Laboratory requirements are detailed in the Article entitled "Environment, Safety and Health", of the proposed contract.

### **I. Submittals**

If required by the proposed contract, the Contractor must submit and have approved a Job Safety Analysis (JSA) prior to the start of work. The JSA is a detailed analysis of the steps taken to complete each task of the job, a detailed analysis of the hazards of each of those tasks and the mitigation actions that will be taken to eliminate or minimize the exposure to those hazards. Further information on preparation of a JSA is available from the National Safety Council and other professional safety organizations. Attachment 1, Low Risk Job Safety Analysis, ESH-209L (9/99), is a form that can be used to document the JSA.

### **II. Safety Orientations**

Before any Contractor employee is allowed to start work at the Laboratory, the Contractor representative must meet with the ANL technical representative to review and approve the JSA (if required). All contractor employees must read and sign the JSA and for work in some Laboratory buildings, attend a brief building orientation prior to starting work.

### **III. Job Site Postings**

Items that must be available at the job site include the JSA, MSDS sheets, emergency phone numbers, workers compensation notice, all permits and all approved hazard specific plans.

### **IV. Tool Inspection**

Upon arrival and at any time during the job, the Laboratory may inspect contractor tools for compliance with OSHA, ANL, and other applicable requirements and industry standards. Unsatisfactory tools must be tagged out of service and removed from the ANL site at the end of the work shift.

### **V. Laboratory Site Rules and Safety Requirements**

The Laboratory enforces a series of site rules and requirements. Not unlike other large sites, the Laboratory specifies unacceptable contractor employee acts or conduct, and provides a listing of site safety requirements addressing areas of frequent violation and/or serious hazard potential.

### **VI. Reportable Emergency Events**

The contractor must immediately report all accidents and unauthorized releases to the environment. Follow-up actions such as written reporting of the incident along with corrective action is mandatory.

The Laboratory has a well established contractor safety program. Our goal is for work at the Laboratory to be free of incidents that threaten the environment, the safety and health of contractor and Laboratory employees and the public, and the safety of personal, contractor or Laboratory property.

PART II

SECTION I

CONTRACT CLAUSES

The contract clauses attached and hereby made a part of this contract consist of the following:

- |            |   |
|------------|---|
| APPENDIX A | Department Of Energy, Chicago Operations Office, General Provisions For Cost-Type Contracts for Work With Commercial Organizations                                  |
| APPENDIX B | Intellectual Property Provisions Non Research And Development Large And Small Business, Nonprofit Organizations Educational Institutions, And Others, coded NRD-498 |
| APPENDIX C | Department Of Energy Chicago Operations Office Additional General Provisions For Cost-Type Contracts  |

SECTION I

APPENDIX A

DEPARTMENT OF ENERGY - CHICAGO OPERATIONS OFFICE

GENERAL PROVISIONS  
FOR  
COST-TYPE CONTRACTS FOR  
WORK WITH  
COMMERCIAL ORGANIZATIONS

**FAR 52.215-19                      Notification of Ownership Changes (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall-
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998)**

- (a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

**DEAR 952.247-70, FOREIGN TRAVEL (MAR 2000) (DEVIATION)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

(End of Clause)

**FAR 52.252-2            Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FAR clauses: <http://www.arnet.gov/far>

DEAR clauses: <http://www.pr.doe.gov/dear.html>

(End of Clause)

**FAR 52.252-6            Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following clauses are hereby incorporated by reference:

Clause

<u>No.</u>	<u>Reference</u>	<u>Title of Clause</u>
1.	DEAR 952.202-1	Definitions (JAN 1997)
2.	FAR 52.203-3	Gratuities (APR 1984)
3.	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
5.	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7.	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

Clause

<u>No.</u>	<u>Reference</u>	<u>Title of Clause</u>
8.	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
10.	DEAR 952.208-70	Printing (APR 1984)
11.	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
12.	FAR 52.215-2	Audit and Records - Negotiation (JUN 1999)
13.	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
14.	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
15.	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
16.	DEAR 952.216-7	Allowable Cost and Payment (MAR 2000) Alternate II
17.	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)
18.	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
19.	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) <i>Reference paragraph (a). Insert "zero".</i>
20.	FAR 52.222-3	Convict Labor (AUG 1996)
21.	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
22.	FAR 52.222-26	Equal Opportunity (FEB 1999)
23.	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
24.	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
25.	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)(DEVIATION) <i>Reference paragraph (f) Subcontracts. Delete "\$10,000" and insert "\$25,000".</i>
26.	FAR 52.223-6	Drug-Free Workplace (JAN 1997)
27.	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 2000)
28.	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)
29.	FAR 52.225-1	Buy American Act - Balance of Payments Program - Supplies (FEB 2000)
30.	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
31.	FAR 52.228-7	Insurance - Liability to Third Persons (MAR 1996)
32.	FAR 52.232-17	Interest (JUN 1996)
33.	FAR 52.232-20	Limitation of Cost (APR 1984)

Clause No.	Reference	Title of Clause
34.	FAR 52.232-22	Limitation of Funds (APR 1984)
35.	FAR 52.232-23	Assignment of Claims (JAN 1986)
36.	FAR 52.232-25	Prompt Payment (JUN 1997)
37.	FAR 52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) <i>Reference paragraph (b)(1). Insert “no later than 15 days prior to submission of the first request for payment”</i>
38.	FAR 52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999) <i>Reference paragraph (c). Insert the following information:</i> <i>Name: U.S. Department of Energy Chicago Operations Office Mailing Address: 9800 S. Cass Avenue Argonne, Illinois 60439 Telephone Number: 630/252-2344 Person to Contact: Kimberli Powers Electronic Address: kimberli.powers@ch.doe.gov</i>
39.	FAR 52.233-1	Disputes (DEC 1998) Alternate I (DEC 1991)
40.	FAR 52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
41.	DEAR 952.235-70	Key Personnel (APR 1994)
42.	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
43.	FAR 52.242-3	Penalties for Unallowable Costs (OCT 1995)
44.	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
45.	FAR 52.242-13	Bankruptcy (JUL 1995)
46.	FAR 52.243-2	Changes-Cost-Reimbursement (AUG 1987) Alternate I (APR 1984)
47.	FAR 52.244-2	Subcontracts (AUG 1998) Alternate II (AUG 1998)
48.	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
49.	DEAR 952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
50.	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
51.	FAR 52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.	FAR 52.249-14	Excusable Delays (APR 1984)
53.	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)
54.	FAR 52.253-1	Computer Generated Forms (JAN 1991)

## APPENDIX B

### Intellectual Property Provisions Non Research and Development Large and Small Business, Nonprofit Organizations Educational Institutions, and Others

01. FAR 52.227-1 Authorization and Consent (JUL 1995)
02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) *This clause is not applicable if the award is for less than \$100,000.*
03. FAR 52.227-3 Patent Indemnity (APR 1984)
04. FAR 52.227-14 Rights in Data - General, as modified by DEAR 927.409 (Effective Apr 1998)  
*If this award requires the use or delivery of limited rights data and/or restricted computer software, Alternates II and III are incorporated , unless modified upon recommendation of Patent Counsel.*  
*In awards for basic or applied research with educational institutions, paragraph (d)(3) is replaced with Alternate IV, unless software is specified for delivery or other special circumstances exist.*
05. FAR 52.227-16 Additional Data Requirements (JUN 1987)
06. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
07. DEAR 952.227-9 Refund of Royalties (MAR 1995)

## **01. FAR 52.227-1 Authorization and Consent**

### **AUTHORIZATION AND CONSENT (JUL 1995)**

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

## **02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement**

### **NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or

claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

### **03. FAR 52.227-3 Patent Indemnity.**

#### **PATENT INDEMNITY (APR 1984)**

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

Alternate I (APR 1984). The following paragraph (c) is added to the clause:

(c) This patent indemnification shall not apply to the following items:

---

[Contracting Officer list and/or identify the items to be excluded from this indemnity.]

Alternate II (APR 1984). The following paragraph (c) is added to the clause:

(c) This patent indemnification shall cover the following items:

---

[List and/or identify the items to be included under this indemnity.]

Alternate III (JUL 1995). The following paragraph is added to the clause:

( ) As to subcontracts at any tier for communication service, this clause shall apply only to individual communication service authorizations over the simplified acquisition threshold issued under this contract and covering those communications services and facilities (1) that are or have been sold or offered for sale by the Contractor to the public, (2) that can be provided over commercially available equipment, or (3) that involve relatively minor modifications.

**04. FAR 52.227-14 Rights in Data - General, as modified by DEAR 927.409 (Effective Apr 1998)**

RIGHTS IN DATA - GENERAL (JUN 1987)

(a) Definitions.

(1) *Computer data bases*, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) *Computer software*, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) *Data*, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) *Form, fit, and function data*, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) *Limited rights data*, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or

financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) *Restricted computer software*, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) *Technical data*, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) *Unlimited rights*, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) below regarding copyright, the Government shall have unlimited rights in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) below.

(2) The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) below;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) below;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) below; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) below.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in subparagraph (d) below, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 and 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (1) above; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) below if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE

Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) below and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will not longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (i) above, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignore. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the Head of the Contracting Activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (1) above may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast

Guard subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) below, or the copyright notice required by paragraph (c) above, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor:

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) above are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this Contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government is to be treated as limited rights data and not restricted computer software.

(2) [Reserved.]

(3) [Reserved.]

(h) Subcontracting.

The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) above, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

***Alternate II (Jun 1987)***

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

**LIMITED RIGHTS NOTICE (JUN 1987)**

(a) These data are submitted with limited rights under Government contract No. (and subcontract No. \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

-[Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

***Alternate III (Jun 1987)***

(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any others rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

## RESTRICTED RIGHTS NOTICE SHORT FORM (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor)."

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

### ***Alternate IV (Jun 1987)***

(c) Copyright--(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(End of notice)

## **05. FAR 52.227-16 Additional Data Requirements**

### **ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data-General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data-General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data-General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

## **06. FAR 52.227-23 Rights to Proposal Data**

### **RIGHTS TO PROPOSAL DATA (TECHNICAL)(JUN 1987)**

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

## **07. DEAR 952.227-9 Refund of Royalties**

### **REFUND OF ROYALTIES (MAR 1995)**

(a) The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.

(b) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract here-under. The term also includes any costs or charges associated with the access to, use of, or other right pertaining to data that is represented to be proprietary and is related to the performance of this contract or the copying of such data or data that is copyrighted.

(c) The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.

(d) The Contractor will be compensated for royalties reported under paragraph (c) of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs. The approval by DOE of any individual payments or royalties shall not prevent the Government from contesting at any time the enforceability, validity, scope of, or title to, any patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.

(e) If, at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.

(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

(End of clause)

SECTION I

APPENDIX C

DEPARTMENT OF ENERGY  
CHICAGO OPERATIONS OFFICE

ADDITIONAL GENERAL PROVISIONS  
FOR  
COST-TYPE CONTRACTS

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## 1. 952.204-2 Security (Sep 1997)

- (a) *Responsibility.* It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) *Definition of classified information.* The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) *Definition of restricted data.* The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) *Definition of formerly restricted data.* The term "*Formerly Restricted Data*" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) *Definition of National Security Information.* The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

- (g) *Definition of Special Nuclear Material (SNM).* SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Security clearance of personnel.* The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) *Subcontracts and purchase orders.* Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

## **2. 952.204-70 Classification/Declassification (Sep 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory

DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**3. 952.204-74 Foreign Ownership, Control, or Influence Over Contractor  
(DEVIATION)(Apr 1999-AL99-03)**

- (a) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (b) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the information provided in the certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.
- (c) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department shall consider proposals made by the contractor to avoid or mitigate foreign influences.

- (d) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or special nuclear material.
- (e) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (e) in all subcontracts under this contract that will require access authorizations for access to classified information or a special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed SF328, to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract.) Such subcontracts or purchase orders shall not be awarded until the contractor is notified that the proposed subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.
- (f) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (g) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the employee security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.
- (h) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### **4. 952.209-72 Organizational conflicts of interest (Jun 1997)**

- (a) *Purpose.* The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) *Scope.* The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a

prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) *Use of Contractor's Work Product.*

- (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of three years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.
- (ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) *Access to and use of information.*

- (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this

contract or until such information is released or otherwise made available to the public, whichever is first;

- (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
- (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

- (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) *Disclosure after award.*

- (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

- (d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

**5. 52.219-6 Notice of Total Small Business Set-Aside (Jul 1996)**

- (a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) *General.*
  - (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
  - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

**6. 52.219-14 Limitations on Subcontracting (Dec 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
  - (1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

7 **52.219-18 Notification of Competition Limited to Eligible 8(A) Concerns (June 1999) (Deviation) (June 1998) Reference Paragraph (C)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The \_\_\_\_\_ [insert name contractor] will notify the \_\_\_\_\_DOE\_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**7. 52.219-70XX Section 8(a) Direct Awards (Jun 1998)**

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA District Office is :

U. S. Small Business Administration, Chicago District Office  
500 West Madison Ave.  
Suite 1250  
Chicago IL 60606

- (b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However DOE shall give advance notice to the SBA before it issues a final notice terminating performance either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

- (c) The contractor agrees:

- (1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
- (2) to adhere to the requirements of 52.219-14, Limitations on Subcontracting."

**8. 52.222-41 Service Contract Act of 1965, as Amended (May 1989)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of

any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR part 4.
- (c) Compensation.
  - (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
  - (2)
    - (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph
    - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
    - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall

promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
  - (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
  - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted

employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR

4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records.
  - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
    - (i) For each employee subject to the Act--

- (A) Name and address and social security number;
  - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
  - (C) Daily and weekly hours worked by each employee; and
  - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
  - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
  - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
  - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
  - (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an

appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's certification.

- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S.

Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--
  - (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
  - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**9. 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe

benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage--Fringe Benefits

SEE SECTION J, ATTACHMENT J.8

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. 52.223-5 Pollution Prevention and Right-to-Know Information (Apr 1998)**

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

**11. 52.223-10 Waste Reduction Program (Aug 2000)**

- (a) Definitions. As used in this clause--

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity

before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

**12. 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**13. 52.237-3 Continuity of Services (Jan 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--
  - (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**14. 52.237-10 Identification of Uncompensated Overtime (Oct 1997)**

- (a) Definitions. As used in this provision--

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40 \text{ divided by } 45 = \$17.78$ ).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

- (e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**15. 52.239-1 Privacy or Security Safeguards (Aug 1996)**

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

**16. DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)**

- (a) Government-furnished property.
  - (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
    - (i) All or substantially all of the Contractor's business;
    - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
    - (iii) A separate and complete major industrial operation connected with performing this contract.
  - (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

- (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
  - (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
  - (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) Changes in Government-furnished property.
- (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
  - (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--
    - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
    - (ii) Withdrawal of authority to use property, if provided under any other contract or lease.
- (c) Title.
- (1) The Government shall retain title to all Government-furnished property.

- (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--
  - (i) Issuance of the property for use in contract performance;
  - (ii) Commencement of processing of the property for use in contract performance; or
  - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.
- (d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) Property administration.
  - (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5 as in effect on the date of this contract.
  - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.
  - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in

accordance with paragraph (h) of this clause.

- (f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) Limited risk of loss.
  - (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.
  - (2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
    - (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
    - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
    - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
    - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
    - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
  - (3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

- (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
  - (A) Did not result from the Contractor's failure to maintain an approved program or system; or
  - (B) Occurred while an approved program or system was maintained by the Contractor.
- (4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
- (5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--
  - (i) The lost, destroyed, or damaged Government property;
  - (ii) The time and origin of the loss, destruction, or damage;
  - (iii) All known interests in commingled property of which the Government property is a part; and
  - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the

Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

- (7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
- (8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.
- (9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.
- (h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—
  - (1) Any delay in delivery of Government-furnished property;

- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.
- (j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
  - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**17. 52.246-25 Limitation of Liability--Services (Feb 1997)**

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that--
  - (1) Occurs after Government acceptance of services performed under this contract; and
  - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
  - (1) All or substantially all of the Contractor's business;
  - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
  - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**18. 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)**

- (a) (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit

to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid--

- (i) By the Contractor under a cost-reimbursement contract; and
  - (ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (3) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration

Attn: FWA

1800 F Street, NW

Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

- (c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- (d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--
  - (1) The name and address of the Contractor;

- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (3) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**19. DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (Apr 1999)**

- (a) The contractor shall comply with the requirements of ``DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.

**PART III**

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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<b><u>ATTACHMENT NO.</u></b>	<b><u>LIST OF ATTACHMENTS</u></b>
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J.2	DOE F 1332.1 - Reporting Requirements Checklist, consisting of 4 pages
J.3	TASK ORDER FORMATS, consisting of 4 pages
J.4	LIST OF KEY PERSONNEL, consisting of 1 page
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**RFP No. DE-RP02-01CH11038**

PART III

SECTION J

J.1 STATEMENT OF WORK

**STATEMENT OF WORK  
FOR  
INFORMATION TECHNOLOGY SERVICES  
TO SUPPORT THE  
U. S. DEPARTMENT OF ENERGY  
CHICAGO OPERATIONS OFFICE**

## **1.0 INTRODUCTION**

The Department of Energy, Chicago Operations Office (DOE-CH) is acquiring Information Technology (IT) Services to support the DOE-CH Divisions/Offices located primarily in Building 201 at the Argonne National Laboratory (ANL) site, Argonne, Illinois. In addition, satellite operations shall require the Contractor to provide IT support services at the following DOE-CH locations:

**New Brunswick Laboratory (NBL)  
Argonne, IL**

**Fermi Group (FRMI)  
Batavia, IL**

The Contractor may also be required to provide support to other DOE-CH entities not located at the above sites.

## **2.0 BACKGROUND**

The IT services are required to support DOE-CH's vision, mission and business areas. The Chicago Operations Office has a workforce of over 400 employees. Most of the employees are located at the Illinois sites listed above. The DOE-CH employees provide integrated technical and business management services in four business areas:

- Contract Management - management of acquisition and assistance instruments and interagency agreements;
- Facility Management – performance-based management of physical plant, property, projects, and operations of 5 Government-Owned, Contractor-Operated laboratories;
- Laboratory Management – management of 2 Government-Owned, Government Operated Laboratories; and
- Program Management – management of various DOE programs and projects.

The comprehensive DOE-CH business-computing environment requires an IT Support Services contractor to operate and monitor the current systems, as well as plan and implement new systems and upgrades to support changing business needs.

An aggressive modernization effort has recently completed establishing a robust, flexible, reliable, user-friendly computing infrastructure. This effort focused on improving the desktop (**see Attachment 1**), office automation, wide area network, and communications. The Novell Netware Network Operating System supports standard desktop configurations for processing in a Windows NT desktop operating system environment. Windows NT servers are utilized for special purpose servers. Cisco Routers and Firewall are utilized for Internet, Intranet, wide area network (WAN), DOE-wide and other communications services. A standard suite of office automation software has been implemented which supports word processing, spreadsheets, presentations, database management, internet access, and e-mail. There are currently 33 DOE-CH supported information systems that are available to DOE-CH employees via the DOE-CH WAN.

The DOE-CH technical architecture is targeted to be modeled as an open system environment based on DOE-adopted standards and, in the absence of DOE-adopted standards, industry standards that will allow operation of a heterogeneous, multi-vendor network of hardware, software, and communication platforms supporting interoperability, scalability and portability of applications.

As efforts continue to stabilize the infrastructure, DOE-CH has begun to focus on improving network security. Another priority is the establishment of a corporate strategy for the development and implementation of corporate information systems. This strategy shall embrace Departmental information management strategic goals and shall be based on the Departmental Information Architecture Programs.

### 3.0 SCOPE

The objective of this effort is to acquire information technology support services for DOE-CH in the following areas:

- **Information Management Strategic Planning**
- **Information Systems Development**
- **Systems Engineering Infrastructure Upgrades and Improvements**
- **Systems Integration and Configuration Management**
- **Desktop/WAN Production (Operations, Help Desk, Maintenance)**

### 4.0 APPLICABLE DOCUMENTS

The Contractor shall adhere to the following directives that are currently applicable and any new 200 – 209 series DOE directives that are issued during the solicitation and contract periods:

<u>Document Type</u>	<u>No.</u>	<u>Title</u>	<u>Date</u>
DOE Order	200.1	Information Management Program	9-30-96
DOE Manual	200.1-1	Telecommunications Security Manual	3-1-97
DOE Guide	200.1-1	Software Engineering Methodology	5-21-97
DOE Notice	205.1	Unclassified Cyber Security Program	7-26-99
DOE Notice	205.2	Foreign National Access to DOE Cyber Systems	11-1-99
DOE Notice	205.3	Password Generation, Protection,	

		And Use	11-23-99
DOE Guide	205.3-1	Password Guide	11-23-99
DOE Order	471.2A	Information Security Program	3-27-97

These documents are provided at the following web site: <http://www.explorer.doe.gov/>.

In addition, the Contractor shall adhere to 36 CFR, Chapter XII, Part 1234, Electronic Records Management, when DOE-CH records are created and/or maintained on the DOE-CH network. This document is provided at the following web site: <http://www.nara.gov>. Query the site for “Code of Federal Regulations”, then click on Sub-Chapter B.

**Also, the Contractor shall adhere to the DOE-CH Cyber Security Protection Plan, which will be provided, upon award, to the Contractor.**

## 5.0 TECHNICAL REQUIREMENTS

The Contractor’s effort awarded under this SOW must provide DOE Information Technology support during all days of Government operation. DOE expects that the Contractor will monitor and manage vacation and sick leave of personnel supporting this effort and ensure that technical work areas have personnel present (80% of total staff at all times). DOE expects a continuous high quality of support services for the operation of its information systems.

The Contractor shall provide the technical effort in the work areas listed below. Some of the major work areas are sub-divided to provide more specific work descriptions. Included in the descriptions are outputs and associated performance standards. If the work generates data, the title of the data is in parenthesis at the end of the paragraph. See the DOE Reporting Requirements Checklist (DOE F 1321.1 #4.F.Other). The performance standards are reiterated in more detail in **Attachment 2**.

- 5.1 **Information Management Strategic Planning.** The contractor shall assist with the development of strategic plans and adhere to the DOE-CH Information Architecture standards. The contractor shall research, evaluate, and recommend hardware and software solutions and upgrades that will result in adherence to the DOE-CH Information Architecture. (Hardware/Software Evaluations, Plans for Information Architecture Compliance)
- 5.2 **Information Systems Development.** The contractor shall develop Information Systems (IS) that implement the functionality specified by the Strategic and Operating Plans. The following services are required:
  - 5.2.1 **Provide Project Management.** The contractor shall manage the development and implementation of information systems. Information systems and documentation will be completed on time. (Management Plans and New Information Systems)

- 5.2.2 Utilize Software Engineering Methodology. The contractor shall apply the DOE Systems Engineering Methodology to the development of DOE-CH information systems in accordance with the DOE-CH IT Strategic and Operational Plans, the DOE-CH Information Architecture, Departmental information management strategic goals, and DOE-CH strategic business goals.
- 5.2.3 Document Systems. The contractor shall develop accurate system documentation in accordance with guidance, document samples and project models that are provided at the following web site - <http://cio.doe.gov/smp>. (System Documentation)
- 5.2.4 Develop Intranet/Internet Systems. The Contractor shall establish the technical environment and managerial processes to support applications using the web as a primary user interface. This support service shall involve development of World Wide Web (WWW) functionality including programming in an Internet-aware language, such as Java and XML; and providing on-line forms and other interactive processes to facilitate data access. (Web-based Systems)

**5.3 Systems Engineering Infrastructure Upgrades and Improvements.**

The contractor shall implement the technology infrastructure required to support information systems development projects in accordance with the following paragraphs:

- 5.3.1 Engineer Technology Projects. The contractor shall analyze, design, plan, execute, and document technology infrastructure upgrades and improvements to support the DOE-CH information systems. Projects and documentation will be completed on time and executed according to the project plan. (Network Infrastructure Diagrams and Documentation, Management Plans)
- 5.3.2 Provide Unclassified Cyber Security. The Contractor shall comply with the provisions of DOE directives regarding “Unclassified Cyber Security Program” and must also ensure that the appropriate security controls are implemented, documented, tested and monitored. Few Findings result from annual cyber security risk assessments.

**5.4 Systems Integration and Configuration Management.** The contractor shall transition developed information systems and engineered technology solutions into production in accordance with the following paragraphs:

- 5.4.1 Integrate Information Systems and Products. The contractor shall conduct information systems and product testing and ensure quality assurance resulting in smooth integration of systems and products. Installations are timely and problem-free. (Test Plans, Documentation, and Installed Products and Systems)

- 5.4.2 Integrate COTS Software. The contractor shall coordinate the implementation of commercial applications and deployment of other DOE applications at DOE-CH. (Installed Software)
- 5.4.3 Manage Configuration. The contractor shall provide accurate configuration management of the DOE-CH information systems to include a repository of final-version documentation that has been reviewed as part of the pre-productions analysis function; an inventory of DOE-CH information systems, change/version control, and system retirement. (Configuration Management Documentation)
- 5.4.4 Maintain Information Systems. The contractor shall provide programming support to existing DOE-CH information systems – changes to systems range from redesigning the system to accommodate changing technology, to making modifications to support changing user requirements, to correcting existing errors. The contractor shall accurately revise system documentation in accordance with DOE documentation standards. (Revised Systems and Updated Documentation)
- 5.4.5 Train Users and Rollout Systems/Products. The contractor shall provide appropriate training and rollout coordination to users of new information systems and for all commercial off the shelf (COTS) packages. (Training Manuals and Instructions, Rollout Plans and Schedules)
- 5.4.6 Administer Databases. The contractor shall provide timely and accurate database administration of DOE-CH information in accordance with the DOE-CH Operational Plan and Technical Architecture Specifications. (Revised Databases and Documentation)

**5.5 Desktop/WAN Production (Operations, Help Desk, Maintenance).**

The contractor shall provide an operational production environment for the DOE-CH information systems via a Help Desk/Customer Support Center (CSC). The Help Desk/CSC hours of operation are 7:30 a.m. to 4:30 p.m. Monday through Friday, excluding Federal holidays. The Help Desk/CSC shall be a problem resolution center that serves as the primary interface for users to request support for desktop and network computer hardware, software and telecommunications. It shall be made up of network operations and Help Desk components. Network operations shall support and maintain the DOE-CH WAN infrastructure and work closely with Help Desk/CSC to ensure an effective and efficient information technology environment. The Contractor shall provide immediate response to operational and security failures 24 hours per day, 7 days per week to ensure the continuous operation and security of the WAN. These services will be provided in accordance with the following paragraphs:

- 5.5.1 Operate a Help Desk. The contractor shall provide call management, problem identification and resolution by implementing an automated process for managing and responding to user requests. The process will include call recording, tracking, escalation (as necessary), reporting, responding to users questions/problems/requests for assistance/problem reporting, and conducting follow-up customer surveys. Customer satisfaction levels will average between 3 and 3.9 on a 5-point scale. (Customer Survey Results)
- 5.5.2 Respond to Users. The contractor shall provide responses in accordance with the level of criticality. Response times average between: Emergency – 10 to 15 minutes; High – 30 to 60 minutes; Normal – 2 to 4 hours; Low – 4 to 8 hours. (Response Times Data)
- 5.5.3 Prepare Property. The contractor shall prepare obsolete computers, peripherals and software for disposal as required.
- 5.5.4 Prepare Trend Reports. The contractor shall collect statistics and develop trend reports on hardware/software problems, security incidents, maintenance service calls, etc. (Trend Reports)
- 5.5.5 Maintain Hardware. The contractor shall maintain primary and peripheral hardware not under warranty and track expiration of warranties to ensure continued maintenance of the equipment. When repairs are required, the contractor shall arrange for repairs via contact with third party maintenance providers selected and compensated by DOE-CH.
- 5.5.6 Maintain Laptop Pool. The contractor shall manage and maintain a pool of laptop PCs and peripherals available for short-term use by DOE-CH employees.
- 5.5.7 Maintain Training Facility. The contractor shall maintain the DOE-CH computer training facility for hands-on computer training and as a disaster recovery site.
- 5.5.8 Operate WAN. The contractor shall provide technical expertise to operate, backup, monitor and maintain the Wide Area Network (WAN) that includes advanced network solutions and communications capabilities (e.g. switches, firewalls, database servers, Internet servers, Private Wide Area Network, and document imaging/management). This expertise will ensure that business systems and IT infrastructure are operational and secure 24 hours per day, 7 days per week. (Network Statistics)
- 5.5.9 Monitor Network Performance. The contractor shall analyze and assess equipment and performance degradation, including determination of hardware, software and/or other technical changes necessary as well as supply provisions to meet

operational requirements. The Contractor shall provide immediate response to operational failures 24 hours per day, 7 days per week.

5.5.10 Maintain Cyber Security. The contractor shall implement, test and monitor network security. The Contractor shall provide immediate response to security failures 24 hours per day, 7 days per week. (Cyber Security Reports)

5.5.11 Maintain Videoconference Systems. The contractor shall operate, install, update and maintain videoconference systems.

5.5.12 Setup Conferences. The contractor shall schedule and setup video and audio conferences. Assistance in planning and logistics of conferences (including local, remote, teleconference, nationwide and/or global) and presentations may be required on an ad hoc basis.

## **6.0 DELIVERABLES**

The contractor shall provide deliverables in accordance with the Reporting Requirements Checklist (DOE F 1321.1 #4.F.Other).

**Commercial Off the Shelf Software**  
**Standard Desktop Image :**

CaptureEze Pro Version 8	LAN CD Mount
Outlook 2000	Lotus cc:Mail Forms Designer
McAfee Saber Extensions v.6.21	MS Access 97 (shared install)
MS Binder 97 (shared install)	MS Excel 97 (shared install)
MS PowerPoint 97 (shared install)	Norton Speed Disk Version 5.0
MS Word 97 (shared install)	pcAnywhere 32 V.8
Netscape Communicator 4.75	Adobe Acrobat Reader 4.0
Novell Client for NT 4.60	WebScanX
NT 4.0 Workstation plus sp6	32 Bit ODBC drivers
VirusScan NT Version 4.03A	MaxDial Port Redirector
WinZip 32 Version 7.0	

**Custom Desktop (includes all of above plus any combinations of these):**

Adobe Acrobat 4.0	Adobe PhotoShop 5.0/5.5
AllClear 5.0	AutoCAD LT 98
Business Objects	Corel Draw
Cognos Impromptu	Corel WP Suite
Corel WP 8.0	GSView
Datachem	Internet Explorer 5.0
Front Page	Legal Star IP Forms
Front Page 2000	Lotus Organizer
HP Scanner Software	MS Publisher 2000
Lexis Nexis NT	Milestones 4.0/5.0
MS Access (local)	Readplease 2000
MS Word 6.0	Sidekick
Palm Pilot	Taproot
PcDocs	Typing Instructor
PeopleSoft	Typereader Professional
WinFax	Visio Professional 5.0
Web Development CBT	

**Server Applications**

MS Office 97 online training	Intel NetPort Manager
Travel Manager	Max 200 Administration
Novell Replication Services	MS Internet Information Server
NT 4.0 Server	MS Project 98
WRQ Reflection 7.0	Powerchute
Seagate Backup Exec	Timesheet Professional
Service IT (formerly PhD)	TN3270 Reflection for IBM
Novell Intranetware 4.11	Wincompare
McAfee Enterprise Console (menu,dist.,meter.)	WRQ Reflection FTP NT v.7.0
Sybase 11.0.2 and 11.9.2	Oracle
Personnet	ZenWorks
Bindview Enterprise	MS Exchange 5.5

**Development Tools**

MS Visual C++	Clipper 5.2-5.3
MS Visual Basic	Blinker
MS Visual FoxPro	ForeHelp
MS Visual InterDev	Install Shield
MS Visual J++	CA Visual Objects 2.0
Delphi 4.0	Delphi ODBC

**Oldest and Most Recent Workstation Configurations  
As of March 2000**

<b>Minimum Workstation Configuration</b>		<b>Maximum Workstation Configuration</b>	
133 MHz		500 Mhz	
Display	17" Various Color	Display	17" Dell Color
Processor	133 MHz	Processor	500 MHz
Operating System	NT 4.0	Operating System	NT 4.0
Motherboard	Dell w/Intel	Motherboard	Dell w/Intel
Hard Disk Drive	2 GB	Hard Disk Drive	10 GB
CD-ROM	N/A	CD-ROM	17X-40X TDE
LAN (mbit)	10	LAN (mbit)	10/100
Level 2 Cache	256 Kb	Level 2 Cache	512 Kb
Memory (RAM)	64 Mb	Memory (RAM)	128 Mb
Video	1 Mb	Video	8 Mb
lomega Zip	N/A	lomega Zip	N/A
Floppy Disk Drive	1.44 MB	Floppy Disk Drive	1.44 MB
Audio	N/A	Audio	64 bit w/speakers
Mouse	PS/2	Mouse	PS/2
Keyboard	P/S2 101	Keyboard	P/S2 104
Power	200 W	Power	200 W
Case	Mini-tower	Case	Mini-tower

**File Server Configurations**

(Separate servers for applications and data)

**Application Servers :**

(2) Compaq Proliants – Model 5500 R  
Pentium II (512 Cache) 333 Mhz  
512 MB RAM

**Email Servers:**

(2) Compaq Proliants – Model 5500 R  
Xeon (512 Cache) 400 Mhz  
512 MB RAM

**Data Servers (Sybase SQL):**

(2) Compaq Proliants – Model 5500 R  
Xeon (512 Cache) 400 MHz  
512 MB RAM

**Internet Information Server:**

(1) Compaq Proliant – Model 1500  
Dual Pentium Pro 200 MHz  
512 MB RAM

**Document Imaging/Management:**

(1) Compaq Proliant – Model 3000 R

**Other Network Infrastructure Components**

**Cisco Switches**

**Cisco PIX Firewall**

**Teleos, Polycom and Pictoretel Videoconference Systems**

## PERFORMANCE TASK STANDARDS FOR AWARD FEE

Task	Output (Results)	Standard
Information Systems Development	New Systems and Documentation Developed on Time	<p><b>Meets:</b> Each new system and corresponding documentation are completed on the last approved estimated end date</p> <p><b>Exceeds:</b> Each new system and corresponding documentation are completed at least 10 days before the last approved estimated end date</p> <p><u>AND</u> effectively utilizes web-based technologies to provide added functionality and ease of use</p>
	Accurate System Documentation	<p><b>Meets:</b> Upon review, Functional Design and System Design documentation are correct, thorough, and require no modification</p> <p><b>Exceeds:</b> Functional Design, System Design and additional DOE standard documentation are correct, thorough, and require no modification</p>
	Consistent Documentation	<p><b>Meets:</b> Functional Design and System Design are in accordance with DOE documentation standards and require no modification</p> <p><b>Exceeds:</b> Functional Design, System Design and additional DOE standard documentation are in accordance with DOE documentation standards and require no modification</p>
Systems Engineering Infrastructure Upgrades and Improvements	Upgraded/Improved and Documented Infrastructure Completed on Time	<p><b>Meets:</b> Each infrastructure improvement is completed on the last approved estimated completion date</p> <p><b>Exceeds:</b> Each infrastructure improvement is completed at least 10 days before the last approved estimated completion date</p>
	Plans are Executed without Unexpected Technology Changes or Purchases	<p><b>Meets:</b> 90% to 99% of the original plan steps were executed according to the original project plan (unless deviations are beneficial to DOE-CH)</p> <p><b>Exceeds:</b> 100% of the original plan steps were executed according to the original project plan (unless deviations are beneficial to CH)</p>
	Cyber Security Program Compliance	<p><b>Meets:</b> 1 to 3 High Risk Findings and 1 to 4 Medium Risk Findings result from semi-annual cyber security risk assessment</p> <p><b>Exceeds:</b> No High Risk Findings and No Medium Risk Findings result from annual cyber security risk assessment</p>

## Attachment 2

Systems Integration and Configuration Management	Systems and Products Integrated on Time, with Accurate and Consistent Deliverables	<p><b>Meets:</b> All deliverables are submitted on the last approved estimated completion date; are correct, thorough, and require no modification; and are in accordance with DOE and DOE-CH guidelines and procedures</p> <p><b>Exceeds:</b> All deliverables are submitted at least 10 days before the last approved estimated completion date; are correct, thorough, and require no modification; and are in accordance with DOE and DOE-CH guidelines and procedures</p>
Desktop/WAN Production	Satisfied Customers	<p><b>Meets:</b> Customer satisfaction averages between 3 and 3.9 on a 5 point scale</p> <p><b>Exceeds:</b> Customer satisfaction averages between 4 and 5 on a 5 point scale</p>
	Quick Response	<p><b>Meets:</b> Response times average Emergency: 10-15 min. High: 30-60 min. Normal: 2-4 hours Low: 4-8 hours</p> <p><b>Exceeds:</b> Emergency: &lt; 10 min. High: &lt; 30 min. Normal: &lt; 2 hours Low: &lt; 4 hours</p>
	Available Desktop Systems	<p><b>Meets:</b> Desktop (PC) Systems operational 96% to 97.9% of 24 hours per day, 7 days per week (24x7)</p> <p><b>Exceeds:</b> 98% or above</p>
	Available Network Communications	<p><b>Meets:</b> Network Communications operational 95% to 96.9% of 24x7</p> <p><b>Exceeds:</b> 97% or above</p>
	Available Applications	<p><b>Meets:</b> Applications operational 93% to 94.9% of 24x7</p> <p><b>Exceeds:</b> 95% or above</p>
	Available Expertise	<p><b>Meets:</b> 80% to 89% of staff members on-site all government business days</p> <p><b>Exceeds:</b> 90% or more staff members on-site all government business days</p>

PART III

SECTION J

J.2 DOE F 1332.1 - REPORTING REQUIREMENTS CHECKLIST

U.S. DEPARTMENT OF ENERGY  
**REPORTING REQUIREMENTS CHECKLIST**

1. PROGRAM/PROJECT TITLE <div style="text-align: center; padding: 5px;">Information Technology Support Services for the Chicago Operations Office</div>																																																																																																																			
2. IDENTIFICATION NUMBER <div style="text-align: center; padding: 5px;">DE-RP02-01CH11038</div>		3. PARTICIPANT NAME AND ADDRESS <div style="text-align: center; padding: 5px;">(To be added at Award)</div>																																																																																																																	
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7. PREPARED BY (SIGNATURE AND DATE)		8. REVIEWED BY (SIGNATURE AND DATE)																																																																																																																	

## REPORT DISTRIBUTION LIST ATTACHMENT 1

SOLICITATION NO. DE-RP02-00CH11038	Status Report	Cost Plan (Task Order)	Milestone Schedule/Performance Data	Labor Management Report	Cost Management Report	Environmental Safety and Health Reports	Task Proposal with Management Plan	Labor Plan	Other - Deliverables by Task Order	
<u>Addressees:</u>	<u>Number of Report Copies</u>									<u>Special Instructions</u>
U.S. Department of Energy Chicago Operations Office, IAS Argonne, IL 60439 Attn: TBD , IAS	1	1	1	1	1	1	1	1	1	
U.S. Department of Energy Chicago Operations Office/ACQ 9800 South Cass Avenue Argonne, IL 60439 Attn: Contracting Officer	2	2	2	2	2	2	2	2	2	

PART III  
SECTION J

J.3      TASK ORDER FORMATS

## DOE-CH TASK REQUEST PROPOSAL

<b>Part 1 - Request</b>			
Requestor/Organization/Telephone Extension:			
Request:			
Justification:			
Requestor Authorization:		Group Manager Authorization:	
_____ Signature Date		_____ Signature Date	
Computer Protection Program Representative (CPPR) Concurrence: _____ Initials			
<b>Part 2 - Request for Management Plan</b>			
Control Number:	Project Title:	Date Management Plan Required:	
Deliverable(s) Required:			
_____ Provide a management plan that includes the estimated resources, schedule, and costs to complete the task request described above.			
_____ Signature, DOE Technical Manager Date			
<b>Part 3 - Management Plan Submission</b>			
Estimated Start Date:	End Date:	Hours:	Cost:
Assigned to: _____		_____	
		Project Manager Date	
<b>Part 4 - Approval to Proceed</b>			
Group Manager:		IAS Specialist:	
_____ Signature Date		_____ Signature Date	
Computer Protection Program Manager (CPPM):		DOE Technical Manager, IAS:	
_____ Signature Date		_____ Signature Date	
Contracting Officer:			
_____ Signature Date			

<b>Part 5 - Project Completion</b>			
Actual Start Date:	End Date:	Hours:	Cost:
Performance Standards Data:			
		<div style="text-align: right;"> <div>_____</div> <div>Project Manager                      Date</div> </div>	
<b>Part 6 - Final Acceptance</b>			
<b>Performance Goal 1:</b>	<input type="checkbox"/> Does Not Meet	<input type="checkbox"/> Meets	<input type="checkbox"/> Exceeds
Goal: _____			
<b>Performance Goal 2:</b>	<input type="checkbox"/> Does Not Meet	<input type="checkbox"/> Meets	<input type="checkbox"/> Exceeds
Goal: _____			
<b>Performance Goal 3:</b>	<input type="checkbox"/> Does Not Meet	<input type="checkbox"/> Meets	<input type="checkbox"/> Exceeds
Goal: _____			
<b>Performance Goal 4:</b>	<input type="checkbox"/> Does Not Meet	<input type="checkbox"/> Meets	<input type="checkbox"/> Exceeds
Goal: _____			
<i>(Performance Goals and Standards are defined in the Contract SOW, Attachment 2)</i>			
<b>Cost Effectiveness:</b> <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Satisfactory <input type="checkbox"/> Excellent <input type="checkbox"/> Outstanding			
Cost Estimate from approved task \$_____ Cost of Completed Task \$_____			
Requestor:		IAS Specialist:	
<div style="text-align: right;"> <div>_____</div> <div>Signature                      Date</div> </div>		<div style="text-align: right;"> <div>_____</div> <div>Signature                      Date</div> </div>	
Computer Protection Program Manager (CPPM):		DOE Technical Manager, IAS:	
<div style="text-align: right;"> <div>_____</div> <div>Signature                      Date</div> </div>		<div style="text-align: right;"> <div>_____</div> <div>Signature                      Date</div> </div>	
Contracting Officer			
<div style="text-align: right;"> <div>_____</div> <div>Signature                      Date</div> </div>			

## IAS AMENDMENT TO TASK REQUEST

Part 1 - Amendment Submission			
Reference Control Number: _____		Amendment No.: _____	
Justification for Amendment:			
Requestor Authorization:		Group Manager Authorization:	
_____ Signature _____ Date _____		_____ Signature _____ Date _____	
Computer Protection Program Representative (CPPR) Concurrence: _____ Initials _____			
<input type="checkbox"/> Revised Project Definition document attached			
Provide a revised management plan that includes the estimated resources, schedule, and costs to complete the amended task request described above.			
_____ Signature, DOE Technical Manager Date _____			
Part 2 - Revised Management Plan Submission			
Estimated Start Date:	End Date:	Hours:	Cost:
Assigned to: _____		_____ Project Manager Date _____	
Part 3 - Approval to Proceed			
Group Manager:		IAS Specialist:	
_____ Signature _____ Date _____		_____ Signature _____ Date _____	
Computer Protection Program Manager (CPPM):		DOE Technical Manager, IAS	
_____ Signature _____ Date _____		_____ Signature _____ Date _____	
Contracting Officer:			
_____ Signature _____ Date _____			

## CONTRACTOR AMENDMENT TO TASK REQUEST

<b>Part 1 - Request</b>			
Reference Control Number: _____		Amendment No.: _____	
Justification for Amendment:   			
<input type="checkbox"/> Revised Management Plan Attached			
<b>Estimated</b> Start Date: _____	End Date: _____	Hours: _____	Cost: _____
Assigned to: _____		_____ Project Manager <span style="float: right;">Date</span>	
<b>Part 2 - Approval to Proceed</b>			
Group Manager:		IAS Specialist:	
_____ Signature <span style="float: right;">Date</span>	_____ Signature <span style="float: right;">Date</span>		
Computer Protection Program Manager (CPPM):		DOE Technical Manager, IAS	
_____ Signature <span style="float: right;">Date</span>	_____ Signature <span style="float: right;">Date</span>		
Contracting Officer			
_____ Signature <span style="float: right;">Date</span>			

**PART III**

**SECTION J**

**J.4      LIST OF KEY PERSONNEL**

**PART III**

**SECTION J**

**J.4      LIST OF KEY PERSONNEL**

\* The key personnel referred to in the clause entitled, “Key Personnel”, set forth in Part II, Section I, Appendix A are

Project Manager - \_\_\_\_\_\*

Supervisory Computer Network Analyst - \_\_\_\_\_\*

Supervisory Software Engineer - \_\_\_\_\_\*

**\*Must be completed with submission of proposal.**

**PART III**

**SECTION J**

**J.5      BILLING INSTRUCTIONS**

**PART III**

**SECTION J**

**J.5 BILLING INSTRUCTIONS (For Cost-Reimbursement Type Contracts)**

- I. Introduction. These instructions are provided for use by Contractors in the preparation and submission of vouchers requesting reimbursement on a voucher submission payment basis for work performed under cost-reimbursement type contracts. These instructions are applicable to Letter of Credit contractors only when submitting a final voucher unless otherwise indicated. Compliance with these instructions will reduce correspondence and other causes for delay, to a minimum and will thus promote prompt payments to the Contractor.
- II. Voucher Form. In requesting reimbursement, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) (see Exhibit A), supported by a Statement of Cost (see Exhibit B). An acceptable substitute (which provides the same necessary information as found in Exhibits A and B of these instructions) may be used.
- III. Preparation. Standard Form 1034 shall be completed in accordance with the following instructional notations (see counterpart notations on Exhibit A):
  - (1) Leave Blank.
  - (2) Enter voucher number (number consecutively, commencing with "1"). Completion/final vouchers shall clearly be marked as such.
  - (3) Enter date voucher prepared.
  - (4) Enter contract number and date of contract award.
  - (5) Enter contractor's name, mailing address, and telephone number of office responsible for submitting voucher.
  - (6) If a Task Order or project agreement is involved in the billing, enter the number and date of the Task Order or project agreement, otherwise leave blank.
  - (7) Identify the period the billing covers (e.g., "Jan. 19 \_\_" or "Jan-Mar. 19\_\_").

**RFP No. DE-RP02-01CH11038**

- (8) Enter the dollar amount of this billing. The amount claimed must agree with the amount reflected in the attached Statement of Cost (see Exhibit B).
  - (9) Place an "X" in the appropriate block for the type of payment for which reimbursement is requested.
- IV. Billing Period. Vouchers shall be submitted no more frequently than once every 2 weeks (except that small business concerns may invoice more frequently).
- V. The Statement of Cost shall be completed substantially as shown in Exhibit B, making due allowance for the Contractor's cost accounting system. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract. Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Contracting Officer. Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.
- VI. Submission. An Original voucher and two copies shall be submitted (each supported by a copy of the Statement of Cost). The Certification on the Statement of Cost attached to the original voucher must be signed by a responsible official of the contractor. The original voucher shall be submitted to the PAYMENT OFFICE listed below. A copy of the voucher and supporting documentation shall be submitted to both the Contract Specialist and the DOE Technical Manager as set forth in Part I, Section G - Contract Administration Data, of this contract. If follow-up billings are necessary, they must be clearly marked to show that they are second or third billings. Completion/final vouchers shall clearly be marked as such.

Payment under this award will be accomplished by the Payment Office via the Automated Clearinghouse. A completed "Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment form" must be submitted to the Contract Specialist with your first request for payment.

PAYMENT OFFICE

CR-54/CHO  
Accounts Payable Division  
U. S. Department of Energy  
P. O. Box 500  
Germantown, MD 20874-0500

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION			DATE VOUCHER PREPARED		SCHEDULE NO.   PAID BY		
			CONTRACT NUMBER AND DATE				
			REQUISITION NUMBER AND DATE		DATE INVOICE RECEIVED  DISCOUNT TERMS  PAYEE'S ACCOUNT NUMBER		
PAYEE'S NAME AND ADDRESS							
			SHIPPED FROM TO WEIGHT				GOVERNMENT B/L NUMBER
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE COST PER		AMOUNT ( <sup>1</sup> )	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL							
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR = \$		EXCHANGE RATE = \$1.00		DIFFERENCES	
		BY :					
				Amount verified; correct for			
		TITLE		(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
<div style="display: flex; justify-content: space-between;"> <span>(Date)</span> <span>(Authorized Certifying Officer) <sup>2</sup></span> <span>(Title)</span> </div>							
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)		
	CASH \$		DATE		PAYEE <sup>3</sup>		
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER		
					TITLE		

## STATEMENT OF COST

The ABC Company  
Anywhere, U. S. A., 01234

Contract No. \_\_\_\_\_  
Voucher No. \_\_\_\_\_

Contract Amount (face value):

Amount Authorized for Expenditure (obligated):

Estimated Cost \$ \_\_\_\_\_  
Fixed-Fee (if any) \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Basic Contract \$ \_\_\_\_\_  
All Modifications \$ \_\_\_\_\_  
Contract to Date \$ \_\_\_\_\_

Period of performance covered by this billing: \_\_\_\_\_

<u>Claimed Costs</u>	<u>Claimed for this Billing Period</u>	<u>Cumulative Claimed Through This Billing Period</u>
Direct Labor		
Fringe Benefit 3% _____		
Overhead 0% _____		
Nonexpendable Items		
Including Equipment		
(List items separately)		
Materials & Supplies		
Travel		
Subcontract #1 (DEF Co.)		
Subcontract #2 (GHI Co.)		
Subcontract #3 (Smith)		
Subcontract #4 (Misc)		
Other Direct Costs		
Adjustments (Explain)	_____	_____
Total Costs (less G&A)	_____	_____
G&A 3% _____	_____	_____
Total Costs	_____	_____
Fee 3% _____ (if any)	_____	_____
Total costs and fee	_____	_____
Credit (Explain)	_____	_____
Contractor's share (if any)	_____	_____
Government's share	_____	_____

**CERTIFICATION:** I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

EXPLANATION:

**PART III**

**SECTION J**

**J.6      LABOR CATEGORY DESCRIPTIONS**

## J.6 LABOR CATEGORY DESCRIPTIONS

### PROJECT MANAGER

#### **Overview**

Manages contract and staff to ensure that implementation and prescribed activities are carried out in accordance with specified objectives.

#### **Essential Functions**

Supervises and leads technical staff. Plans and develops methods and procedures for implementing contract requirements, directs and coordinates contract activities, and exercises control over personnel responsible for specific functions or phases of contract. Selects personnel according to knowledge and experience in area with which contract is concerned, such as networking architecture and telecommunications. Confers with staff to explain contract and individual responsibilities for functions and phases of contract. Directs and coordinates personally, or through subordinate managerial personnel, activities concerned with implementation and carrying out objectives of contract. Reviews reports and records activities to ensure progress is being accomplished toward specified contract objective and modifies or changes methodology as required to redirect activities and attain objectives and deadlines. Prepares contract reports for superiors, DOE Contracting Officer and Technical Manager. Controls expenditures in accordance with budget allocations.

### SUPERVISORY COMPUTER NETWORK ANALYST

#### **Overview**

Responsible for the technical architecture of Wide Area Networks and Teleconference facilities.

#### **Essential Functions**

Researches, tests, evaluates, and recommends telecommunications and data network systems. Requires advanced knowledge and experience in the area of local and wide area networking, communications, and related hardware and software. Supports complex personal computers (PCs) and networks throughout the organization. Identifies areas of operations that needs upgraded equipment, such as modems, fiber optic cables, and telephone wires. Reads technical manuals and brochures to determine equipment which meets establishment requirements. Visits vendors to learn about available products or services. Tests and evaluates hardware and software to determine efficiency, reliability, and compatibility with existing system. Analyzes test data and recommends hardware or software for purchase. Develops and writes procedures for installation, use, and solving problems of communications hardware and software. Monitors system capacity performance. Implements, documents, tests, and monitors cyber security controls. Supervises and leads technical staff.

**Marginal Functions**

Collaborates with users to identify and solve data communication problems. May write technical specifications to send to vendors for bid. May oversee or assist in installation of communications hardware. May perform minor equipment repairs. May recruit, hire, train staff, evaluate employee performance, and recommend or initiate promotions, transfers, and disciplinary action. Manages complex PCs and networks throughout the organization. Consults with management to define boundaries and priorities of tentative projects, discuss equipment acquisitions, determine specific information requirements of organization. Confers with principles involved with proposed projects to insure cooperation and further define nature of project needs. Reviews project feasibility studies. Establishes work standards. Assigns, schedules, and reviews work. Interprets policies, purposes, and goals of organization to subordinates. Prepares progress reports to inform management of project development and deviation from predicted goals. Contacts technical personnel to solve problems. Reviews reports of computer and peripheral equipment production, malfunction, and maintenance to ascertain certain costs and plan operating changes.

**SUPERVISORY SOFTWARE ENGINEER**

**Overview**

Supervises preparation of contracts to process data and solve problems by use of computers.

**Essential Functions**

Consults with managerial DOE representative, Data Base Owner (DBO), and systems analysis personnel to clarify contract intent, identify problems, suggest changes, and determine extent of contractming and coding required. Assigns, coordinates, and reviews work of programming personnel. Develops programs from workflow charts or diagrams, considering factors, such as computer storage capacity and speed, extent of peripheral equipment, and intended use of output data. Converts workflow charts to language processable by computer. Enters program codes into computer. Enters test data into computer. Analyzes test runs on computer to correct or direct correction of coded program and input data. Revises or directs revision of existing programs to increase operating efficiency or adapt to new requirements. Compiles documentation of program development and subsequent revisions. Trains subordinates in programming and program coding. Prescribes standards for terms and symbols used to simplify interpretation of programs. Collaborates with computer manufacturers and other users to develop new programming methods. Prepares records and reports.

**APPLICATIONS PROGRAMMER (New Applications)**

**Overview**

Evaluates users requests for new or modified computer programs to determine feasibility, cost and time required, compatibility with current system, and computer capabilities.

**Essential Functions**

Formulates management plan outlining steps required to develop program, using structured analysis and design. Submits plans to user for approval. Prepares flowcharts and diagrams to illustrate sequence of steps program must follow and to describe logical operations involved. Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Consults with user to identify current operating procedures and clarify program objectives. Reads manuals, periodicals, and technical reports to learn ways to develop programs that meet user requirements. Designs computer screen displays to accomplish goals of user request. Converts project specifications, using flowcharts and diagrams, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages. Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews, and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes user guide for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source problem and rewrites program to correct errors.

**Marginal Functions**

May use computer-aided software development tools, such as flowchart design, code generation, and documentation in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.

**APPLICATIONS PROGRAMMER (Maintenance)**

**Overview**

Evaluates users requests for new or modified computer programs to determine feasibility, cost and time required, compatibility with current system, and computer capabilities.

**Essential Functions**

Formulates management plan outlining steps required to develop program, using structured analysis and design. Submits plans to user for approval. Prepares flowcharts and diagrams to illustrate sequence of steps program must follow and to describe logical operations involved. Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Consults with user to identify current operating procedures and clarify program objectives. Reads manuals, periodicals, and technical reports to learn ways to develop programs that meet user requirements. Designs computer screen displays to accomplish goals of user request. Converts project specifications, using flowcharts and diagrams, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages. Enters

program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews, and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes user guide for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source problem and rewrites program to correct errors.

### **Marginal Functions**

May use computer-aided software development tools, such as flowchart design, code generation, and documentation in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site . May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.

## **COMPUTER NETWORK SPECIALIST**

### **Overview**

Monitors network operations to ensure that network is available and functioning at peak performance for all system users and resolves degraded system problems and/or escalates to supervisor for resolution. Additionally, monitors intrusion detection software and audit logs for unauthorized system access.

### **Essential Functions**

Monitors WAN modems and display screens (ZENWORKS) of WAN to detect error messages that signal malfunction in network software or hardware. Enters diagnostic commands into ZENWORKS software to determine nature of problem, and reads codes on screen to diagnose problem. Reads technical reference manuals for network hardware and software to learn cause of problem. Works with other technical staff or users to resolve problem. Escalates to supervisor when problem cannot be resolved. Enters operating commands into ZENWORKS console to restart program. Records number of daily problems and actions taken. Updates ZENWORKS configuration map documentation to record new equipment installed, new sites, and changes to computer configurations. Understands and implements best practices, methodology, and current technology for cyber security and risk/threat management.

### **Marginal Functions**

May inspect communications wires and cables. May train staff and users to use equipment. May coordinate installation of or install communications lines.

**E-MAIL ADMINISTRATOR**

**Overview**

Monitors network operations to ensure that network and e-mail are available and functioning at peak performance for all system users and resolves degraded system problems and/or escalates to specialist for resolution. Monitors intrusion detection software and audit logs for unauthorized system access.

**Essential Functions**

Monitors WAN modems and display screens (ZENWORKS) of WAN to detect error messages that signal malfunction in network software or hardware. Enters diagnostic commands into ZENWORKS software to determine nature of problem, and reads codes on screen to diagnose problem. Reads technical reference manuals for network hardware and software to learn cause of problem. Works with users to resolve problem. Escalates to specialist when problem cannot be resolved. Enters operating commands into ZENWORKS console to restart program. Records number of daily problems and actions taken. Updates ZENWORKS configuration map documentation to record new equipment installed, new sites, and changes to computer configurations. Understands and implements best practices, methodology, and current technology for cyber security and risk/threat management. Performs all designated functions to include e-mail administration, dynamic problem resolution for e-mail, and security management for e-mail.

**Marginal Functions**

May inspect communications wires and cables. May train staff and users to use software or equipment. May coordinate installation of or install communications lines.

**COMPUTER SYSTEMS ANALYST**

**Overview**

Analyzes hardware requirements to plan for system capabilities required for projected work loads, and plans layout and installation of new system or modification of existing system, i.e. CISCO, CUBIX, COMPAQ SERVER, etc.

**Essential Functions**

Confers with DOE computer and telecommunications specialists to obtain information on limitations and capabilities of existing system and capabilities required for data processing projects and projected work load. Evaluates factors such as number of organizations serviced by data processing equipment, reporting formats required and need for security and access restrictions to determine hardware configurations. Analyzes information to determine, recommend, and plan layout for type of computers and peripheral equipment, or modifications to existing equipment and system, that will provide capability for proposed project or work load, efficient operation, and effective use of allotted space.

**Marginal Functions**

May store, retrieve, and manipulate data for analysis of system capabilities and requirements. May specify power supply requirements and configuration. May recommend purchase of equipment to control dust, temperature, and humidity in area of system installation. May specialize in one area of system hardware or in one type or make of equipment. May train users to use new or modified equipment. May monitor functioning of equipment to ensure system operates in conformance with specifications.

**WAN ADMINISTRATOR**

**Overview**

Evaluates, develops, operates, and maintains Wide Area Networks (WAN) and integrates telecommunication systems.

**Essential Functions**

Acquires, installs, and maintains DOE- CH's local and wide area networks. Reads technical manuals and brochures to determine equipment which meets establishment requirements. Assists in the development of presentations to management, recommendations related to purchasing and installing hardware, software and telecommunication equipment. Manages network security and performance. Implements WAN policies, procedures, and standards and ensures their conformance with information systems and DOE's objectives. Develops and writes procedures for installation, use, and solving problems of communications hardware and software. Instructs users in use of equipment. Performs minor equipment repairs.

**Marginal Functions**

May oversee or assist in installation of communications hardware.

**LEAD USER SUPPORT ANALYST**

**Overview**

Supervises and coordinates activities of workers who provide problem-solving support to computer users.

**Essential Functions**

Assists USER SUPPORT ANALYST and MICROCOMPUTER SUPPORT ANALYST in solving software, hardware, and help desk procedure problems, using computer and manuals. Coordinates installation of hardware and software, and implementation of procedure changes. Provides COTS software help to users. Develops and ensures statistical data/trend information is up-to-date and available for DOE use on a weekly basis. Conducts follow-up customer surveys.

**USER SUPPORT ANALYST (Help Desk Staff)**

**Overview**

Investigates and resolves computer software and hardware problems of users.

**Essential Functions**

Receives telephone calls from users having problems using computer software and hardware or inquiring how to use specific software, such as statistical, graphics, data base, printing, word processing, electronic mail, and operating systems. Talks to user to learn procedures followed and source of error. Answers questions, applying knowledge of computer software, hardware, and procedures. Determines whether problem is caused by hardware, such as modem, printer, PC, or cables. Talks with coworkers to research problem and find solution. Talks to programmers to explain software errors or to recommend changes to programs. Calls software and hardware vendors to request service regarding defective products. Installs software. Logs all incidents (problem calls) into a problem track system. Determines when it is appropriate to escalate problem calls.

**MICROCOMPUTER SUPPORT SPECIALIST**

**Overview**

Installs, modifies, and makes minor repairs to microcomputer hardware and software systems and provides technical assistance and training to system users.

**Essential Functions**

Inspects microcomputer equipment for damage upon delivery. Installs or assists service personnel in installation of hardware and peripheral components, such as monitors, keyboards, printers, and disk drives on user's premises, following design or installation specifications. Loads specified software packages, such as operating systems, word processing, or spreadsheet programs into computer (system image). Enters commands and observes system functions to verify correct system operation. Instructs user in use of equipment, software, and manuals. Answers client's inquiries in person and via telephone concerning systems operation; diagnoses system hardware, software, and operator problems; and recommends or performs minor remedial actions to correct problems based on knowledge of system operation. Refers major hardware problems to service personnel for correction.

**INFORMATION SYSTEMS ENGINEER**

**Overview**

Conducts studies, prepares reports, updates documentation, and advises on feasibility, cost-effectiveness, and regulatory conformance of long and short range strategic plans, proposals, special projects, and information architecture.

**Essential Functions**

Responsible to DOE-CH CIO for information architecture development updates. Consults with management or strategic planning committees to formulate strategic plans and directions, discuss overall intent of programs or projects, and determines broad guidelines for studies, utilizing knowledge of subject area, research techniques, and regulatory limitations. Organizes and analyzes data from all sources, using statistical methods to ensure validity of results. Evaluates information to determine feasibility of proposals or to identify factors requiring amendment. Develops alternate plans for program or project, incorporating recommendations, for review of officials. Reviews plans and proposals submitted by other governmental planning commissions or private organizations to assist in formulation of overall strategic plans.

**WEB MASTER/TECHNICAL WRITER**

**Overview**

Develops, writes, and edits material for reports, user guides, and related technical and administrative documentation concerned with work methods and procedures, and installation, operation, and maintenance of hardware, software, and applications. Develops and implements web servers and maintains web page for DOE-CH. Designs and administers web sites. Must be fluent with HTML, Lotus Domino, JAVA, and XML languages. Implements best practices in conformance to C3W standards. Must have experience with web security policies and software packages.

**Essential Functions**

Receives assignment from supervisor. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews personnel and maintains technical familiarity with web technologies and methods. Reviews documentation, directives, regulations, and other data relative to DOE-CH operations. Studies blueprints, flow charts, sketches, drawings, specifications, mock ups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of reproduction and binding.

**Marginal Functions**

May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication, and distribution of material. May write speeches, articles, and public or employee relations releases.

**QUALITY ASSURANCE SPECIALIST/COMPUTER SECURITY SPECIALIST**

**Overview**

Evaluates and tests new or modified software programs and software development procedures used to verify that programs function according to user requirements and conform to establishment guidelines. Evaluates and tests new or modified IT products. Integrates new systems and products into current environment. Evaluates and tests security measures to safeguard information in computer files against accidental or unauthorized modification, destruction, or disclosure.

**Essential Functions**

Writes, revises, and verifies quality standards and test procedures for program design and product evaluation to attain quality of software economically and efficiently. Reviews new or modified program, including documentation, diagram, and flow chart, to determine if program will perform according to user request and conform to guidelines. Recommends program improvements or corrections to programmers. Reviews computer operating log to identify program processing errors. Enters instructions into computer to test program for validity of results, accuracy, reliability, and conformance to established standards. Observes computer monitor screen during program test to detect error codes or interruption of program and corrects errors. Identifies differences between establishment standards and user applications and suggests modifications to conform to standards. Sets up tests at request of user to locate and correct program operating error following installation of program. Conducts compatibility tests with vendor-provided programs. Monitors program performance after implementation to prevent reoccurrence of program operating problems and ensure efficiency of operation. Writes documentation to describe program evaluation, testing, and correction. Provides and maintains configuration management. Confers with DOE personnel and Computer Programmer to implement data security for new or modified software, discussing issues such as employee data access needs and risk of data loss or disclosure. Reviews plan to ensure compatibility of planned security measures with security software, and meets with DOE-CPPM to request needed programming changes. Performs internal penetration tests on a quarterly cycle. Reviews employee violations of computer security procedures recorded by computer and reports violations to CPPM. Coordinates implementation of vendor-issued security software updates. Implements cyber security directives, policies, and procedures.

**Marginal Functions**

May evaluate proposed software or software enhancement for feasibility. May develop utility program to test, track, and verify defects in software program. May write programs to create new procedures or modify existing procedures. May train software program users.

**PART III**

**SECTION J.**

**J.7      COST SCHEDULES**

## Cost Schedule

	Base Year		
	Period 02/01/2001 to 01/31/2002		
	Estimated Effort Required	Fully Burdened Fixed Billable Hourly Labor Rate	Annual Labor Classification Cost
<b>Labor Classifications:</b>			
Project Manager	1,860		
Supervisory Computer Network Analyst	1,860		
Supervisory Computer Software Engineer	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - Maint.	1,860		
Applications Programmer - Maint.	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Sytems Analyst	1,860		
Computer Sytems Analyst	1,860		
LAN/WAN Administrator	1,860		
E-Mail Administrator	1,860		
Lead User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Information Systems Engineer	1,860		
Web Master/Technical Writer	1,860		
Quality Assurance/Computer Security Specialist	1,860		
Quality Assurance/Computer Security Specialist	1,860		
<b>Total Labor Classification Costs</b>			
<b>Other Direct Costs:</b>	XXXXX	XXXXX	
<b>Travel</b>			\$20,000.00
<b>Other Costs</b>	XXXXX	XXXXX	
<b>Subtotal</b>	XXXXX	XXXXX	
<b>Total Estimated Cost</b>	XXXXX	XXXXX	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Total Estimated Cost plus Base Fee</b>	XXXXX	XXXXX	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Grand Total Price Base Year</b>	XXXXX	XXXXX	

## Cost Schedule

	Option Year 1		
	Period 02/01/2002 to 01/31/2003		
	Estimated Effort Required	Fully Burdened Fixed Billable Hourly Labor Rate	Annual Labor Classification Cost
<b>Labor Classifications:</b>			
Project Manager	1,860		
Supervisory Computer Network Analyst	1,860		
Supervisory Computer Software Engineer	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - Maint.	1,860		
Applications Programmer - Maint.	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Sytems Analyst	1,860		
Computer Sytems Analyst	1,860		
LAN/WAN Administrator	1,860		
E-Mail Administrator	1,860		
Lead User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Information Systems Engineer	1,860		
Web Master/Technical Writer	1,860		
Quality Assurance/Computer Security Specialist	1,860		
Quality Assurance/Computer Security Specialist	1,860		
<b>Total Labor Classification Costs</b>			
<b>Other Direct Costs</b>	xxxxx	xxxxx	
<b>Travel</b>			\$20,000.00
<b>Other Costs</b>	xxxxx	xxxxx	
<b>Subtotal</b>			
<b>Total Estimated Cost</b>	xxxxx	xxxxx	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Total Estimated Cost plus Base Fee</b>	xxxxx	xxxxx	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Grand Total Price Option Year 1</b>	xxxxx	xxxxx	

## Cost Schedule

	Option Year 2		
	Period 02/01/2003 to 01/31/2004		
	Estimated Effort Required	Fully Burdened Fixed Billable Hourly Labor Rate	Annual Labor Classification Cost
<b>Labor Classifications:</b>			
Project Manager	1,860		
Supervisory Computer Network Analyst	1,860		
Supervisory Computer Software Engineer	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - Maint.	1,860		
Applications Programmer - Maint.	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Sytems Analyst	1,860		
Computer Sytems Analyst	1,860		
LAN/WAN Administrator	1,860		
E-Mail Administrator	1,860		
Lead User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Information Systems Engineer	1,860		
Web Master/Technical Writer	1,860		
Quality Assurance/Computer Security Specialist	1,860		
Quality Assurance/Computer Security Specialist	1,860		
<b>Total Labor Classification Costs</b>			
<b>Other Direct Costs</b>	XXXXX	XXXXX	
<b>Travel</b>			\$20,000.00
<b>Other Costs</b>	XXXXX	XXXXX	
<b>Subtotal</b>			
<b>Total Estimated Cost</b>	XXXXX	XXXXX	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Total Estimated Cost plus Base Fee</b>	XXXXX	XXXXX	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Grand Total Price Option Year 2</b>	XXXXX	XXXXX	

**Cost Schedule**

	<b>Option Year 3</b>		
	<b>Period 02/01/2004 to 01/31/2005</b>		
	<b>Estimated Effort Required</b>	<b>Fully Burdened Fixed Billable Hourly Labor Rate</b>	<b>Annual Labor Classification Cost</b>
<b>Labor Classifications:</b>			
Project Manager	1,860		
Supervisory Computer Network Analyst	1,860		
Supervisory Computer Software Engineer	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - Maint.	1,860		
Applications Programmer - Maint.	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Systems Analyst	1,860		
Computer Systems Analyst	1,860		
LAN/WAN Administrator	1,860		
E-Mail Administrator	1,860		
Lead User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Information Systems Engineer	1,860		
Web Master/Technical Writer	1,860		
Quality Assurance/Computer Security Specialist	1,860		
Quality Assurance/Computer Security Specialist	1,860		
<b>Total Labor Classification Costs</b>			
<b>Other Direct Costs</b>	xxxxx	xxxxx	
<b>Travel</b>			\$20,000.00
<b>Other Costs</b>	xxxxx	xxxxx	
<b>Subtotal</b>			
<b>Total Estimated Cost</b>	xxxxx	xxxxx	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Total Estimated Cost plus Base Fee</b>	xxxxx	xxxxx	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Grand Total Price Option Year 3</b>	xxxxx	xxxxx	

**Cost Schedule**

	<b>Option Year 4</b>		
	<b>Period 02/01/2005 to 01/31/2006</b>		
	<b>Estimated Effort Required</b>	<b>Fully Burdened Fixed Billable Hourly Labor Rate</b>	<b>Annual Labor Classification Cost</b>
<b>Labor Classifications:</b>			
Project Manager	1,860		
Supervisory Computer Network Analyst	1,860		
Supervisory Computer Software Engineer	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - New Apps	1,860		
Applications Programmer - Maint.	1,860		
Applications Programmer - Maint.	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Network Specialist	1,860		
Computer Systems Analyst	1,860		
Computer Systems Analyst	1,860		
LAN/WAN Administrator	1,860		
E-Mail Administrator	1,860		
Lead User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
User Support Analyst	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Microcomputer Support Specialist	1,860		
Information Systems Engineer	1,860		
Web Master/Technical Writer	1,860		
Quality Assurance/Computer Security Specialist	1,860		
Quality Assurance/Computer Security Specialist	1,860		
<b>Total Labor Classification Costs</b>			
<b>Other Direct Costs</b>	XXXXX	XXXXX	
Travel			\$20,000.00
Other Costs	XXXXX	XXXXX	
Subtotal			
<b>Total Estimated Cost</b>	XXXXX	XXXXX	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Total Estimated Cost plus Base Fee</b>	XXXXX	XXXXX	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	XXXXX	XXXXX	
<b>Grand Total Price Option Year 4</b>	XXXXX	XXXXX	

Consolidated Cost Schedule

11/8/00 13:55

Section J Exhibit 7															
Consolidated Cost Schedule															
Cost Elements	Base Year			Option Year 1			Option Year 2			Option Year 3			Option Year 4		
	Period 02/01/2001 to 01/31/2002			Period 02/01/2002 to 01/31/2003			Period 02/01/2003 to 01/31/2004			Period 02/01/2004 to 01/31/2005			Period 02/01/2005 to 01/31/2006		
	Effort Required	Fixed Billable Hourly Rate	Annual Labor Classification Cost	Effort Required	Fully Burdened Fixed Billable Hourly Rate	Annual Labor Classification Cost	Effort Required	Fully Burdened Fixed Billable Hourly Rate	Annual Labor Classification Cost	Effort Required	Fully Burdened Fixed Billable Hourly Rate	Annual Labor Classification Cost	Effort Required	Fully Burdened Fixed Billable Hourly Rate	Annual Labor Classification Cost
<b>Labor Classifications:</b>															
Project Manager	1,860			1,860			1,860			1,860			1,860		
Supervisory Network Analyst	1,860			1,860			1,860			1,860			1,860		
Supervisory Computer Software Engineer	1,860			1,860			1,860			1,860			1,860		
Applications Programmer New Apps	1,860			1,860			1,860			1,860			1,860		
Applications Programmer New Apps	1,860			1,860			1,860			1,860			1,860		
Applications Programmer New Apps	1,860			1,860			1,860			1,860			1,860		
Applications Programmer Maint.	1,860			1,860			1,860			1,860			1,860		
Applications Programmer Maint.	1,860			1,860			1,860			1,860			1,860		
Communications Network Specialist	1,860			1,860			1,860			1,860			1,860		
Communications Network Specialist	1,860			1,860			1,860			1,860			1,860		
Communications Network Specialist	1,860			1,860			1,860			1,860			1,860		
Computer Sytems Analyst	1,860			1,860			1,860			1,860			1,860		
Computer Sytems Analyst	1,860			1,860			1,860			1,860			1,860		
LAN/WAN Administrator	1,860			1,860			1,860			1,860			1,860		
E-Mail Administrator	1,860			1,860			1,860			1,860			1,860		
Lead User Support Analyst	1,860			1,860			1,860			1,860			1,860		
User Support Analyst	1,860			1,860			1,860			1,860			1,860		
User Support Analyst	1,860			1,860			1,860			1,860			1,860		
User Support Analyst	1,860			1,860			1,860			1,860			1,860		
Microcomputer Support Specialist	1,860			1,860			1,860			1,860			1,860		
Microcomputer Support Specialist	1,860			1,860			1,860			1,860			1,860		
Microcomputer Support Specialist	1,860			1,860			1,860			1,860			1,860		
Information Systems Engineer	1,860			1,860			1,860			1,860			1,860		
Web Master/Technical Writer	1,860			1,860			1,860			1,860			1,860		
Quality Assurance/Computer Security Specialist	1,860			1,860			1,860			1,860			1,860		
Quality Assurance Computer Security Specialist	1,860			1,860			1,860			1,860			1,860		
<b>Total Labor Classification Costs</b>	<b>48,360</b>			<b>48,360</b>			<b>48,360</b>			<b>48,360</b>			<b>48,360</b>		
<b>Other Direct Costs</b>	xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx	
Travel			\$20,000.00			\$20,000.00			\$20,000.00			\$20,000.00			\$20,000.00
Other Costs	xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx		xxxxx	xxxxx	
Subtotal															
G&A (Rate _____)															
<b>Total Estimated Cost</b>	<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>	
<b>Total Estimated Cost plus Base Fee</b>	<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>		<b>xxxxx</b>	<b>xxxxx</b>	
<b>Grand Total Price</b>															

# Consolidated Cost Schedule

	Consolidated		
	Period 02/01/2001 to 01/31/2006		
	Estimated Effort Required	Fully Burdened Fixed Billable Hourly Labor Rate	Consolidated Labor Classification Cost
<b>Labor Classifications:</b>			
Project Manager	9,300	xxxxxxxxxx	
Supervisory Computer Network Analyst	9,300	xxxxxxxxxx	
Supervisory Computer Software Engineer	9,300	xxxxxxxxxx	
Applications Programmer - New Apps	9,300	xxxxxxxxxx	
Applications Programmer - New Apps	9,300	xxxxxxxxxx	
Applications Programmer - New Apps	9,300	xxxxxxxxxx	
Applications Programmer - Maint.	9,300	xxxxxxxxxx	
Applications Programmer - Maint.	9,300	xxxxxxxxxx	
Computer Network Specialist	9,300	xxxxxxxxxx	
Computer Network Specialist	9,300	xxxxxxxxxx	
Computer Network Specialist	9,300	xxxxxxxxxx	
Computer Sytems Analyst	9,300	xxxxxxxxxx	
Computer Sytems Analyst	9,300	xxxxxxxxxx	
LAN/WAN Administrator	9,300	xxxxxxxxxx	
E-Mail Administrator	9,300	xxxxxxxxxx	
Lead User Support Analyst	9,300	xxxxxxxxxx	
User Support Analyst	9,300	xxxxxxxxxx	
User Support Analyst	9,300	xxxxxxxxxx	
User Support Analyst	9,300	xxxxxxxxxx	
Microcomputer Support Specialist	9,300	xxxxxxxxxx	
Microcomputer Support Specialist	9,300	xxxxxxxxxx	
Microcomputer Support Specialist	9,300	xxxxxxxxxx	
Information Systems Engineer	9,300	xxxxxxxxxx	
Web Master/Technical Writer	9,300	xxxxxxxxxx	
Quality Assurance/Computer Security Specialist	9,300	xxxxxxxxxx	
Quality Assurance/Computer Security Specialist	9,300	xxxxxxxxxx	
		xxxxxxxxxx	
<b>Total Labor Classification Costs</b>		xxxxxxxxxx	
<b>Other Direct Costs</b>	xxxxx	xxxxx	
Travel			\$20,000.00
Other Costs	xxxxx	xxxxx	
Subtotal			
<b>Total Estimated Cost</b>	xxxxx	xxxxx	
<b>Base Fee (Not to Exceed 2% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Total Estimated Cost plus Base Fee</b>	xxxxx	xxxxx	
<b>Award Fee (Not to Exceed 8% of Total Estimated Cost)</b>	xxxxx	xxxxx	
<b>Grand Total Price</b>			

**PART III**

**SECTION J.**

**J.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

11. NOTICE NO.  
A1032069

[illegible]

**CONTRACT STATEMENT**

**COMPARABLE FEDERAL FRINGE BENEFITS**

1. "Life, accident and health insurance, and sick leave programs, 5.1% of basic hourly rate."
2. Paid holidays are:
  - a. New Year's Day
  - b. Martin Luther King Day
  - c. Washington's Birthday
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day
  - h. Veteran's Day
  - i. Thanksgiving Day
  - j. Christmas Day
3. Paid vacations:
  - a. 2 hours of annual leave each week for an employee with less than three years of service.
  - b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service
  - c. 4 hours of annual leave each week for an employee with fifteen or more years of service.
4. "Retirement, 7 percent of basic hourly rate."

**PART III**

**SECTION J.**

**J.9 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

## REGISTER OF WAGE DETERMINATIONS UNDER

## THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2167

Revision No.: 18

Date of Last Revision: 06/21/2000

William W. Gross  
DirectorDivision of  
Wage Determinations

State: Illinois

Area: Illinois Counties of Boone, Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry, Ogle, Stephenson,  
Winnebago

"" Fringe Benefits Required Follow the Occupational Listing""

## OCCUPATION TITLE

## MINIMUM WAGE RATE

**Administrative Support and Clerical Occupations**

Accounting Clerk 1	8.71
Accounting Clerk 11	10.52
Accounting Clerk 111	12.62
Accounting Clerk IV	14.86
Court Reporter	13.40
Dispatcher, Motor Vehicle	13.17
Document Preparation Clerk	10.88
Duplicating Machine Operator	10.88
Film/Tape Librarian	11.77
General Clerk I	10.38
General Clerk II	10.86
General Clerk III	13.04
General Clerk IV	15.30
Housing Referral Assistant	16.98
Key Entry Operator I	9.65
Key Entry Operator II	13.07
Messenger (Courier)	9.18
Order Clerk I	10.84
Order Clerk II	13.79
Personnel Assistant (Employment) I	11.20
Personnel Assistant (Employment) II	12.59
Personnel Assistant (Employment ) 111	15.92
Personnel Assistant (Employment) IV	17.52
Production Control Clerk	15.71
Rental Clerk	11.77
Scheduler, Maintenance	12.77
Secretary 1	12.77
Secretary II	14.54
Secretary III	16.98
Secretary IV	19.51
Secretary V	23.88
Service Order Dispatcher	12.14

Stenographer I	11.75
Stenographer II	13.20
Supply Technician	17.72
Survey Worker (Interviewer)	13.40
Switchboard Operator-Receptionist	9.56
Test Examiner	14.54
Test Proctor	14.54
Travel Clerk I	9.40
Travel Clerk II	10.17
Travel Clerk III	10.99
Word Processor I	11.04
Word Processor II	14.43
Word Processor III	17.57
<b>Automatic Data Processing Occupations</b>	
Computer Data Librarian	10.89
Computer Operator I	12.52
Computer Operator II	13.99
Computer Operator III	17.12
Computer Operator IV	19.46
Computer Operator V	21.55
Computer Programmer I (1)	18.65
Computer Programmer II (1)	19.71
Computer Programmer III (1)	23.49
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	22.43
Computer Systems Analyst II (1)	25.50
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.52
<b>Automotive Service Occupations</b>	
Automotive Body Repairer, Fiberglass	19.97
Automotive Glass Installer	18.22
Automotive Worker	18.22
Electrician, Automotive	19.10
Mobile Equipment Service	16.48
Motor Equipment Metal Mechanic	19.97
Motor Equipment Metal Worker	18.22
Motor Vehicle Mechanic	19.97
Motor Vehicle Mechanic Helper	15.59
Motor Vehicle Upholstery Worker	17.36
Motor Vehicle Wrecker	18.22
Painter, Automotive	19.10
Radiator Repair Specialist	18.22
Tire Repairer	15.92
Transmission Repair Specialist	19.97
<b>Food Preparation and Service Occupations</b>	
Baker	13.06

Cook I	11.95
Cook II	13.06
Dishwasher	9.25
Food Service Worker	9.25
Meat Cutter	13.06
Waiter/Waitress	9.96

## Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter -	19.10
Furniture Handler	13.83
Furniture Refinisher	19.10
Furniture Refinisher Helper	15.59
Furniture Repairer, Minor	17.36
Upholsterer	19.10

## General Services and Support Occupations

Cleaner, Vehicles	9.25
Elevator Operator	10.64
Gardener	13.69
House Keeping Aid I	8.69
House Keeping Aid II	9.36
Janitor	9.25
Laborer, Grounds Maintenance	11.41
Maid or Houseman	8.54
Pest Controller	12.53
Refuse Collector	10.64
Tractor Operator	12.78
Window Cleaner	9.96

## Health Occupations

Dental Assistant	11.42
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.48
Licensed Practical Nurse I	12.14
Licensed Practical Nurse II	13.64
Licensed Practical Nurse 111	15.25
Medical Assistant	10.74
Medical Laboratory Technician	10.74
Medical Record Clerk	10.74
Medical Record Technician	14.14
Nursing Assistant I	7.41
Nursing Assistant II	8.33
Nursing Assistant III	9.09
Nursing Assistant IV	10.20
Pharmacy Technician	12.72
Phlebotomist	10.20
Registered Nurse I	14.14
Registered Nurse II	20.00
Registered Nurse II, Specialist	20.25
Registered Nurse 111	24.99

Registered Nurse III, Anesthetist	24.99
Registered Nurse IV	26.88
Information and Arts Occupations	
Audiovisual Librarian	17.98
Exhibits Specialist I	16.47
Exhibits Specialist II	20.40
Exhibits Specialist III	24.95
Illustrator I	16.47
Illustrator II	20.40
Illustrator III	24.95
Librarian	21.52
Library Technician	15.50
Photographer I	14.66
Photographer II	16.57
Photographer III	20.40
Photographer IV	24.95
Photographer V	30.19
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.65
Counter Attendant	6.65
Dry Cleaner	8.80
Finisher, Flatwork, Machine	6.65
Presser, Hand	6.65
Presser, Machine, Drycleaning	6.65
Presser, Machine, Shirts	6.65
Presser, Machine, Wearing Apparel, Laundry	6.65
Sewing Machine Operator	9.51
Tailor	10.22
Washer, Machine	7.38
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.10
Tool and Die Maker	22.51
Material Handling and Packing Occupations	
Forklift Operator	14.31
Fuel Distribution System Operator	17.22
Material Coordinator	19.74
Material Expediter	19.74
Material Handling Laborer	14.31
Order Filler	10.96
Production Line Worker (Food Processing)	12.99
Shipping Packer	12.55
Shipping/Receiving Clerk	12.55
Stock Clerk (Shelf Stocker; Store Worker II)	13.21
Store Worker I	10.73
Tools and Parts Attendant	16.25

Warehouse Specialist

14.65

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	19.97
Aircraft Mechanic Helper	15.59
Aircraft Quality Control Inspector	20.74
Aircraft Servicer	17.36
Aircraft Worker	18.22
Appliance Mechanic	19.10
Bicycle Repairer	15.92
Cable Splicer	20.98
Carpenter, Maintenance	21.96
Carpet Layer	18.22
Electrician, Maintenance	24.60
Electronics Technician, Maintenance I	18.49
Electronics Technician, Maintenance II	19.27
Electronics Technician, Maintenance III	21.91
Fabric Worker	17.36
Fire Alarm System Mechanic	19.97
Fire Extinguisher Repairer	16.48
Fuel Distribution System Mechanic	19.97
General Maintenance Worker	16.07
Heating, Refrigeration and Air Conditioning Mechanic	19.97
Heavy Equipment Mechanic	19.97
Heavy Equipment Operator	23.40
Instrument Mechanic	19.97
Laborer	10.40
Locksmith	19.10
Machinery Maintenance Mechanic	19.97
Machinist, Maintenance	20.57
Maintenance Trades Helper	13.97
Millwright	21.92
Office Appliance Repairer	19.97
Painter, Aircraft	19.97
Painter, Maintenance	19.97
Pipefitter, Maintenance	25.53
Plumber, Maintenance	22.96
Pneudraulic Systems Mechanic	19.97
Rigger	22.96
Scale Mechanic	18.22
Sheet-Metal Worker, Maintenance	22.31
Small Engine Mechanic	18.22
Telecommunication Mechanic I	20.98
Telecommunication Mechanic II	21.80
Telephone Lineman	20.98
Welder, Combination, Maintenance	19.97
Well Driller	22.96
Woodcraft Worker	19.97
Woodworker	16.38

## Miscellaneous Occupations

Animal Caretaker	10.67
Carnival Equipment Operator	12.83
Carnival Equipment Repairer	13.74
Carnival Worker	9.25
Cashier	7.41
Desk Clerk	8.62
Embalmer	17.48
Lifeguard	8.83
Mortician	18.20
Park Attendant (Aide)	11.10
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.83
Recreation Specialist	11.93
Recycling Worker	13.07
Sales Clerk	8.37
School Crossing Guard (Crosswalk Attendant)	9.25
Sport Official	8.83
Survey Party Chief (Chief of Party)	13.74
Surveying Aide	8.09
Surveying Technician ( Instr. Person/Surveyor Asst./Instr.)	11.10
Swimming Pool Operator	13.06
Vending Machine Attendant	11.36
Vending Machine Repairer	13.06
Vending Machine Repairer Helper	11.36

## Personal Needs Occupations

Child Care Attendant	8.62
Child Care Center Clerk	12.36
Chore Aid	8.62
Homemaker	13.72

## Plant and System Operation Occupations

Boiler Tender	19.97
Sewage Plant Operator	19.10
Stationary Engineer	21.13
Ventilation Equipment Tender	15.59
Water Treatment Plant Operator	19.10

## Protective Service Occupations

Alarm Monitor	13.36
Corrections Ofcer	18.93
Court Security Officer	18.93
Detention Officer	18.93
Firefighter	18.93
Guard I	7.47
Guard 11	13.41
Police Officer	21.22

**Stevedoring/Longshoremen Occupations**

Blocker and Bracer	16.15
Hatch Tender	15.19
Line Handler	15.19
Stevedore I	14.42
Stevedore II	15.85

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	27.22
Air Traffic Control Specialist, Station (2)	18.76
Air Traffic Control Specialist, Terminal (2)	20.66
Archeological Technician I	14.69
Archeological Technician II	16.53
Archeological Technician III	20.40
Cartographic Technician	23.46
Civil Engineering Technician	20.40
Computer Based Training (CBT) Specialist/ Instructor	21.84
Drafter I	11.80
Drafter II	13.26
Drafter 111	16.80
Drafter IV	20.81
Engineering Technician I	11.28
Engineering Technician II	12.68
Engineering Technician III	16.14
Engineering Technician IV	19.30
Engineering Technician V	24.20
Engineering Technician VI	29.28
Environmental Technician	18.32
Flight Simulator/Instructor (Pilot)	28.56
Graphic Artist	21.84
Instructor	20.80
Laboratory Technician	16.39
Mathematical Technician	19.30
Paralegal/Legal Assistant I	13.40
Paralegal/Legal Assistant II	17.98
Paralegal/Legal Assistant III	21.99
Paralegal/Legal Assistant IV	26.61
Photooptics Technician	19.30
Technical Writer	23.69
Unexploded (UXO) Safety Escort	17.30
.	Unexploded
(UXO) Sweep Personnel	17.30
Unexploded Ordnance (UXO) Technician I	17.30
Unexploded Ordnance (UXO) Technician II	20.93
Unexploded Ordnance (UXO) Technician III	25.08
Weather Observer, Combined Upper Air and Surface Programs (3)	14.88
Weather Observer, Senior (3)	16.53
Weather Observer, Upper Air	14.88

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	17.04
Parking and Lot Attendant	12.59
Shuttle Bus Driver	16.04
Taxi Driver	15.18
Truckdriver, Heavy Truck	18.05
Truckdriver, Light Truck	16.04
Truckdriver, Medium Truck	17.04
Truckdriver, Tractor -Trailer	18.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY- NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

### "" UNIFORM ALLOWANCE ""

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as

dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

""NOTES APPLYING TO THIS WAGE DETERMINATION ""

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202783 -3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

**1444 (SF 1444))**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted classes of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a classes) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PART IV

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER

STATEMENTS OF OFFEROR

TABLE OF CONTENTS

ATTACHMENT  
NO.

LIST OF ATTACHMENTS

- |    |   |
|----|---|
| 1. | Contract Pre-Award Information Sheet  |
| 2. | U.S. Department of Energy Representations, Certifications, and Other Statements of Bidders/Offerors, Solicitation No. DE-RP02-00CH11038, Section K.   |
| 3. | Standard Form 328 – Certificate Pertaining to Foreign Interests; Instructions for Completion of the Certificate Pertaining to Foreign Interests; Definitions for Completion of the Certificate Pertaining to Foreign Interests; Representatives of a Foreign Interest (RFI) Statement; Contents Review Required by the Officer; Summary FOCI Data Sheet, Owners, Officers, Directors and Executive Personnel (OODEP) List; and Instructions for Completing the OODEP List |
| 4. | Disclosure of Lobbying Activities Sheet, SF-LLL, and Instruction for Completion of SF-LLL, Disclosure of Lobbying Activities  |

## CONTRACT PRE-AWARD INFORMATION SHEET

Contractor: \_\_\_\_\_

Contract No.:\_\_\_\_\_ Mod. No.\_\_\_\_\_

YES      NO

### A. SAFETY

A.1. Is there any planned or potential use of radioactive material under the proposed contract? ( ) ( )

If "yes":

- a. Indicate type, quantity, and form of radioactive material:
- b. Indicate the NRC or State License Number under which the radioactive material will be purchased and used (report N/A if not applicable):
- c. Indicate how radioactive waste (if generated) will be disposed:

A.2. Is there any planned or potential use of a radiation-producing device e.g., accelerator, reactor, x-ray machine, fusion device under the proposed contract? (For purposes of this question, "radiation" includes particles with energies in the range of KeV or higher. It does not include laser, IR, UV, or microwave radiation.)

If "yes", specify the type of device(s):

If A.1. or A.2. is "yes", identify:

- a. Principal Investigator and Phone No.:
- b. Health Physicist/Radiation Safety Officer and Phone No.:
- c. Specific location where radioactive material or radiation-producing device will be used. (Please indicate if this is a government-owned facility):

YES NO

- A.3. Is it possible for the proposed work to result in the radioactive contamination of equipment or real property? ( )

If "yes", describe the expected or potential contamination:

(NOTE: If the preceding circumstances change during the performance of the work undertaken, and any "No" answers would change to "Yes", then the Contractor shall notify the Contracting Officer prior to utilization of any radioactive material or radiation-producing device.)

YES NO

B. ENVIRONMENT

- B.1. Will proposed contract funds be used for acquisition and/or leasing of real property, construction, clearing of land, change in land use, or commitment of natural resources? ( ) ( )
- B.2. Are any federal, state or local environmental permits necessary for work under the proposed contract? ( ) ( )
- B.3. Will there be any hazardous liquid and/or solid chemical wastes to be disposed of as a result of this project? ( ) ( )

If the answer is "yes", describe the type of wastes and how they are to be disposed:

- B.4. Will there be any unregulated, unique, and environmentally significant waste products generated that are not covered by permits presently used? ( ) ( )
- B.5. Will exotic species of organisms be used under the terms of the contract? ( ) ( )

- |  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| C. <u>PROPERTY</u>   |            |           |
| C.1. Is Government-owned property contemplated under this contract? If Yes: ( ) Government Furnished Property or ( ) Contractor Acquired | ( )        | ( )       |
| C.2. Do you have a property control system as prescribed in FAR 45.5?  | ( )        | ( )       |
| C.3. Has this system been approved by a Government official? If yes, name and address of approving official:<br><br>_____                | ( )        | ( )       |
| _____  |            |           |

D. INTELLECTUAL PROPERTY

D.1. THE CONTRACTOR IS:

- ( ) A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or
- ( ) A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute.  
  
\_\_\_\_\_
- ( ) A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the administrator of the Small Business Administration.
- ( ) None of the above.

Contractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the contract, in accordance with applicable statutes and DOE Procurement Regulations (9-9, 109-6), a waiver of all or any part of the rights of the United States in Subject Inventions. If the contractor intends to request a waiver to such invention rights pursuant to DOE PR 9-9.109-6, please indicate:

YES NO

Do you intend to request an advance waiver in  
accordance with DOE PR 9-9.109-6?

( ) ( )

## D.2. RIGHTS IN PROPOSAL DATA

It is DOE policy for a contract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract.

Will restrictions be placed on Government rights  
in the proposal technical data?

( ) ( )

If yes, identify below, the technical data that is proprietary or is not directly related to or will not be utilized in the work to be funded under the contract:

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## D.3. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

The Rights in Technical Data clause proposed to be used for this contract may not permit the utilization of proprietary data in the contract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the contract (including delivery of data). Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE.

YES NO

Will proprietary data be utilized in the  
contract work?

( ) ( )

If yes, identify below the proprietary data that

will be utilized in the contract work:

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YES    NO

Will LICENSED COMPUTER SOFTWARE be utilized in  
the contract work (by the contractor or any lower tier  
contractor)? (   )   (   )

If yes, identify the LICENSED COMPUTER SOFTWARE that  
will be utilized in the contract work:

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YES    NO

E.    HUMAN RESEARCH

E.1.    Does this research work involve the use of  
human subjects? (   )   (   )

E.2.    Do you intend to award a subcontract that  
would require research work involving  
human subjects? (   )   (   )

E.3.    If the answer is yes to either of the foregoing questions, indicate the name, title,  
and telephone number of a point of contact(s) who can provide detailed  
information concerning this research project:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

F. CONGRESSIONAL DISTRICT AND COUNTY

For the principal place of performance, the Congressional District is \_\_\_\_\_ and the county is \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

U.S. DEPARTMENT OF ENERGY  
 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS  
☐ SOLICITATION ☐ AWARD NO. DE-\_\_\_\_\_

SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all bidders/offerors submitting a bid/proposal in response to a solicitation and/or potential contract award, must complete the requested representations, certifications, and other statements of bidders/offerors, as indicated by the placement of an "X" to the right of the numerical designation for the Item.

1. ☐ **Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**
2. ☒ **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)**
3. ☒ **Taxpayer Identification (OCT 1998) (FAR 52.204-3)**
4. ☐ **Women-Owned Business (Other Than Small Business) Representation (MAY 1999) (FAR 52.204-5)**
5. ☒ **Facility Clearance [Deviation] (APR 1999) (DEAR 952.204-73)**
6. ☐ **Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)**
7. ☒ **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)**
8. ☒ **Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (JUN 1997) (DEAR 952.209-8)**
9. ☐ **Offeror Representations and Certifications – Commercial Items (OCT 2000) (FAR 52.212-3)**  
☐ Alternate I (OCT 2000) ☐ Alternate II (OCT 2000) ☐ Alternate III (OCT 2000)
10. ☐ **Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)**
11. ☐ **Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)**
12. ☐ **Annual Representations and Certifications -Sealed Bidding (JAN 1997) (FAR 52.214-30)**
13. ☐ **Place of Performance (OCT 1997) (FAR 52.215-6)**
14. ☐ **Annual Representations and Certifications-Negotiation (OCT 1997) (FAR 52.215-7)**
15. ☒ **Small Business Program Representations (OCT 2000) (FAR 52.219-1) – ☒ Alternate I (OCT 2000) ☐ Alternate II (OCT 2000)**
16. ☐ **Equal Low Bids (OCT 1995) (FAR 52.219-2)**
17. ☒ **Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000) (FAR 52.219-19)**

- 18. ☐ Small Business Size Representation for Targeted Industry Categories Under the Small Business Demonstration Program (MAY 1999) (FAR 52.219-21)
- 19. ☐ Small Disadvantaged Business Status (OCT 1999) (FAR 52.219-22) ☐ Alternate I (OCT 1998)
- 20. ☒ Previous Contracts and Compliance Reports (FEB 1999) (FAR 52.222-22)
- 21. ☒ Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
- 22. ☐ Exemption From Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996) (FAR 52.222-48)
- 23. ☐ Recovered Material Certification (OCT 1997) (FAR 52.223-4)
- 24. ☐ Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items (OCT 1997) (FAR 52.223-9)
- 25. ☒ Certification Of Toxic Chemical Release Reporting (OCT 2000) (FAR 52.223-13)
- 26. ☒ Buy American Act - Balance of Payments Program Certificate (FEB 2000) (FAR 52.225-2)
- 27. ☐ Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate (FEB 2000) (FAR 52.225-4) ☐ Alternate I (FEB 2000) ☐ Alternate II (FEB 2000)
- 28. ☐ Trade Agreements Certificate (FEB 2000) (FAR 52.225-6)
- 29. ☐ Historically Black College or University and Minority Institution Representation (MAY 1997) (FAR 52.226-2)
- 30. ☐ Energy Policy Act Target Group Representation (SEP 1997) (DEAR 952.226-73)
- 31. ☐ Royalty Information (APR 1984) (FAR 52.227-6) ☐ Alternate I (APR 1984)
- 32. ☐ Patents - Notice of Government Licensee - (APR 1984) (FAR 52.227-7)
- 33. ☐ Representation of Limited Rights Data and Restricted Computer Software (MAY 1999) (FAR 52.227-15)
- 34. ☐ Cost Accounting Standards Notices and Certification (JUN 2000) (FAR 52.230-1) ☐ Alternate I (APR 1996)
- 35. ☐ Restriction on Severance Payments to Foreign Nationals (OCT 1995) (FAR 52.237-8)
- 36. ☐ Electric Service Territory Compliance Representation (MAY 1999) (FAR 52.241-1)
- 37. ☐ Permits, Authorities, or Franchises (JAN 1997) (FAR 52.247-2)
- 38. ☐ Freight Classification Description (APR 1984) (FAR 52.247-53)

**1. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
 \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**2. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**3. Taxpayer Identification (OCT 1998) (FAR 52.204-3)**

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not \_\_\_\_\_ have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

## (f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

**4. Women-Owned Business (Other Than Small Business) (MAY 1999) (FAR 52.204-5)**

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

## 5. Facility Clearance [Deviation] (APR 1999) (DEAR 952.204-73)

**Statute prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless a waiver is granted by the Secretary of Energy.**

**Offerors who have either a Department of Defense or a Department of Energy facility clearance, generally need not resubmit the following FOCI information unless specifically requested to do so, instead, provide your DOE facility clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.**

### (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a facility clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a facility clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328.

(2) Information submitted by the offeror in response to the Standard Form 328 shall be used solely for the purposes of evaluating FOCI and shall be treated by the DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328, the contractor shall immediately submit to the contracting officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

### (b) Definitions

(1) A foreign interest is defined as any of the following:

- A foreign government, foreign government agency, or representative of a foreign government.
- Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- Any person who is not a citizen or national of the United States.

NOTE. If any of these documents are missing, the contracting officer cannot complete award of the contract.

(2) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) A facility clearance is an administrative determination that a facility is eligible for access to classified information or special nuclear materials. A Facility Clearance shall be based upon a determination that satisfactory safeguards and security measures are afforded the activities being performed at the facility. It is DOE policy that all contractors or subcontractors requiring access to classified information or special nuclear material be processed for a Facility Clearance at the level appropriate to the activities being performed at the facility. Approval for a Facility Clearance shall be based upon:

(1) A favorable foreign ownership, control, or influence (FOCI) determination. This determination will be based upon the contractor's response to the ten questions in Standard Form 328 and any supporting data provided by the contractor. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The contracting officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(2) A contract containing the appropriate security clauses.

(3) Approved safeguards and security plans which describe protective measures appropriate to the classified activities being performed at the facility.

(4) If access to nuclear materials is involved, an established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System.

(5) For a facility to possess classified matter or special nuclear material at its location, a survey conducted no more than 6 months before the facility clearance date, with a composite facility rating of satisfactory.

(6) Appointment of a Facility Security Officer, and, if applicable, a Materials Control and Accountability Representative. The Facility Security Officer must possess an access authorization equivalent to the Facility Clearance.

(7) Access authorizations for key management personnel. Key management personnel, who will be determined on a case-by-case basis, must possess access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required even for contracts which do not require contractor's offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(e) Facility Clearances are required prior to the granting of an access authorization under a contract.

(f) Except as otherwise authorized in writing by the contracting officer, the provisions of any resulting contract shall require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328 of this provision directly to the local Office of Safeguards and Security cognizant of the prime contract,

NOTICE TO OFFERORS - CONTENTS REVIEW - Please Review Before Submitting

Prior to submitting the Standard Form 328, required by paragraph (a)(1) above, the offeror should review the FOCI submission to ensure that:

- (1) The SF328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names; social security numbers-, citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances;
- (5) A consolidated financial information report has been attached;
- (6) A FOCI submission has been attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership; and,
- (7) A summary FOCI data sheet.

NOTE. If any of these documents are missing, the contracting officer cannot complete award of the contract.

**6. Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or

cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**7. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)**

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency:

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**8. Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (JUN 1997) (DEAR 952.209-8)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**9. Offeror Representations and Certifications--Commercial Items (OCT 2000) (FAR 52.212-3) ☐ Alternate I (OCT 2000) ☐ Alternate II (OCT 2000) ☐ Alternate III (OCT 2000)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement-Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement-Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

## Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## Canadian End Products

Line Item No.


(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

## Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award  
(Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

**Alternate I (Oct 2000).** As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**Alternate II (Oct 2000).** As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**Alternate III (Oct 2000).** As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

**10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ☐ ] intends, [ ☐ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

**11. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within-

- (1) The acceptance period stated in paragraph (c) of this clause; or
- (2) Any longer acceptance period stated in paragraph (d) of this clause.

**12. Annual Representations and Certifications - Sealed Bidding (JAN 1997) (FAR 52.214-30)**

The bidder has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission], which are incorporated herein by reference, and are current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

☐ (b) Enclosed its annual representations and certifications.

**13. Place of Performance (OCT 1997) (FAR 52.215-6)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Offeror  
or Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Annual Representations and Certifications - Negotiation (OCT 1997) (FAR 52.215-7)**

The offeror has [check the appropriate block]:

☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

☐ (b) Enclosed its annual representations and certifications.

**15. Small Business Program Representations (OCT 2000) (FAR 52.219-1) ☐ Alternate I (OCT 2000) ☐ Alternate II (OCT 2000)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is
- not a veteran-owned small business concern.
- 
- (5) [Complete only if the offeror represented itself as a veteran-owned small business

- concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that
- it \* is, \* is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

- 
- "Service-disabled veteran-owned small business concern"--
- 
- (1) Means a small business concern--
- 
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- 
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- 
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

- "Veteran-owned small business concern" means a small business concern--
- 
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- 
- (2) The management and daily business operations of which are controlled by one or more veterans.
- 

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**Alternate I (Oct 2000).** As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**Alternate II (Oct 2000).** As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

#### **16. Equal Low Bids (OCT1995) (FAR 52.219-2)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

\_\_\_\_\_  
\_\_\_\_\_

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### **17. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000) (FAR 52.219-19)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror [ ☐ ] is, [ ☐ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following):

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**18. Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (MAY 1999) (FAR 52.219-21)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenues</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**19. Small Disadvantaged Business Status (Oct 1999) (FAR 52.219-22) ☐ Alternate I (OCT 1998)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

- ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

**Alternate I (Oct 1998).** As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

## **20. Previous Contracts and Compliance Reports (FEB 1999) (FAR 52.222-22)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## **21. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)**

The offeror represents that--

- (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

## **22. Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 1996) (FAR 52.222-48)**

- (a) The following certification shall be checked:

## CERTIFICATION

The offeror certifies [ ]/does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor, and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor, and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

### 23. Recovered Material Certification (OCT 1997) (FAR 52.223-4)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

### 24. Certification and Estimate of Percentage of Recovered Material Content For EPA Designated Items (OCT 1997) (FAR 52.223-9)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the contractor shall execute the following certification:

## CERTIFICATION

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

\_\_\_\_\_  
(Signature of the Officer or Employee)

\_\_\_\_\_  
(Typed Name of the Officer or Employee)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company, Firm, or Organization)

\_\_\_\_\_  
(Date)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE		
EPA DESIGNATED ITEM	TOTAL DOLLAR VALUE OF EPA DESIGNATED ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT*

\* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to:

\_\_\_\_\_ completed in accordance with agency procedures.

\* To be

## 25. Certification of Toxic Chemical Release Reporting (OCT 2000) (FAR 52.223-13)

(a) Submission of the certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) Sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 26. Buy American Act--Balance of Payments Program Certificate (Feb 2000) (FAR 52.225-2)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic and products.

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
LINE ITEM NO.	COUNTRY OF ORIGIN


(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**27. Buy American Act North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate (Feb 2000) (FAR 52.225-4)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.  
(End of provision)

**Alternate I (Feb 2000).** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.-----

(List as necessary)

**Alternate II (Feb 2000).** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN


(List as necessary)

**28. Trade Agreements Certificate. (Feb 2000) (FAR 52.225-6)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

**Other End Products**

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

**29. Historically Black College or University and Minority Institution Representation (MAY 1997)(FAR 52.226-2)**

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

[ ] is [ ] is not a Historically Black College or University;  
[ ] is [ ] is not a Minority Institution.

**30. Energy Policy Act Target Group Representation (SEP 1997) (DEAR 952.226-73)**

(a) The Offeror is:

(1) \_\_\_\_ An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) \_\_\_\_ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

(3) \_\_\_\_ A small business concern, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that is owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) By submission of an offer, the offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the contracting officer that the offeror is an entity from the Energy Policy Act target group identified.

**31. Royalty Information. (APR 1984) (FAR 52.227-6)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

**Alternate I (APR 1984).** Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**32. Patents - Notice of Government Licensee (APR 1984) (FAR 52.227-7)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner

☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

### 33. Representation of Limited Rights Data and Restricted Computer Software (MAY 1999) (FAR 52.227-15)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data – General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data – General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] –

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled, "Rights in Data-General."

### 34. Cost Accounting Standards Notices and Certification (JUN 2000) (FAR 52.230-1) Alternate I (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer

(ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_/\_\_/\_\_

Name and Address of Cognizant ACO or Federal official where filed \_\_\_\_\_.

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_/\_\_/\_\_

Name and Address of Cognizant ACO or Federal official where filed: \_\_\_\_\_.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices effecting existing contracts and subcontracts.

☐ YES or ☐ NO

(End of provision)

**Alternate I (APR 1996).** As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be

Filed: \_\_\_\_\_

### 35. Restriction on Severance Payments to Foreign Nationals (OCT 1995) (FAR 52.237-8)

(a) The Federal Acquisition Regulation (FAR), at 31.205-6(g)(3), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency, or designee, grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the head of the agency, or designee, will determine that—

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for—

(i) Members of the armed forces stationed or deployed outside the United States; or

(ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

### 36. Electric Service Territory Compliance Representation (MAY 1999) (FAR 52.241-1)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

**37. Permits, Authorities, or Franchises (JAN 1997) (FAR 52.247-2)**

(a) The offeror does [ ], does not [ ], hold authorization from the Federal Highway Administration (FHWA) or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
(Name of regulatory body)

\_\_\_\_\_  
(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**38. Freight Classification Description (APR 1984) (FAR 52.247-53)**

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as \_\_\_\_\_.

**Signature/Certification**

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

\_\_\_\_\_  
Signature of the Officer or Employee Responsible for the Bid/Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee Responsible  
for the Bid/Offer

\_\_\_\_\_  
Legal Name of Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

☐ Solicitation ☐ Award Number

**CERTIFICATE PERTAINING TO FOREIGN INTERESTS***(Type or print all answers)*

*Form Approved*  
*OMB No. 0704-0194*  
*Expires Dec 31, 2000*

The public reporting burden for this collection of information is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0194), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO YOUR RESPECTIVE COGNIZANT SECURITY OFFICE.**

**PENALTY NOTICE**

Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine or both, knowingly to make a false statement or repre-

sentation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.

**PROVISIONS**

1. This report is authorized by the Secretary of Defense, as Executive Agent for the National Industrial Security Program, pursuant to Executive Order 12829. While you are not required to respond, your eligibility for a facility security clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DoD 5220.22-M for submission of a revised form as appropriate.

2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure.

3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish in full the complete information under "Remarks."

**QUESTIONS AND ANSWERS**

	YES	NO
1. (Answer 1a. or 1b.) a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?		
b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5 percent or more of your organization's total capital commitment?		
2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?		
3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?		
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization?		
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?		
6. Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)?		
7. During your last fiscal year, did your organization derive: a. 5 percent or more of its total revenues or net income from any single foreign person?		
b. In the aggregate 30 percent or more of its revenues or net income from foreign persons?		
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names" or in some other method which does not identify the beneficial owner?		
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?		
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?		

**REMARKS** (Attach additional sheets, if necessary, for a full detailed statement.)**CERTIFICATION**

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

**WITNESSES:**

\_\_\_\_\_  
(Date Certified)

By \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

*NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.*

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

*NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.*

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Contractor herein; that \_\_\_\_\_  
who signed this certificate on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Signature and Date)

**STANDARD FORM 328 (BACK) (4/1997)**

INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING  
TO FOREIGN INTERESTS

Question 1:

a. Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities? If yes:

-Identify the percentage of any class of stock or other securities issued which are owned by foreign persons, broken down by country. Include indirect ownership through one or more intermediate level(s) of subsidiaries. Indicate voting rights of each class of stock.

-Are there shareholder agreements? If yes, attach a copy(ies), and if none, so state.

-Indicate whether a copy of SEC Schedule 13D/13G report has been received from any investor. If yes, attach a copy(ies).

Note: Ownership of less than 5% should be included if the holder is entitled to control the appointment and tenure of any management position.

b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment? If yes:

-Identify the percentage of total capital commitment which is subscribed by foreign persons.

-Is there an agreement(s) with the subscriber(s)? If yes, attach a copy(ies), and if none, so state.

Question #2: Does your organization directly or indirectly through your subsidiaries and/or affiliates, own 10% or more of any foreign interest? If yes:

-Identify the foreign interest by name, country, percentage owned, and personnel who occupy management positions with the organizations.

-If there are personnel from your organization who occupy management positions with the foreign firm(s), identify the name(s), title, and extent of involvement in the operations of the organizations, (to include access to classified information).

Question #3: Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials? If yes:

-Identify the foreign person(s) by name, title, citizenship, immigration status and clearance or exclusion status.

-Attach copies of applicable by-laws or articles of incorporation, which describe the affected position(s). However, if you have already provided such copies to the Cognizant Security Agency Industrial Security Representative, so state.

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

-Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

Note: If any foreign person(s) have such power, this question shall be

answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:

- Whether defense/nuclear related or not

- Involvement with classified or export controlled technology

- Compliance with export control requirements

-Where the organization has a large number of involvements and where these involvements are not defense/ nuclear related and represent a small percentage of gross income; the explanation can be a generalized statement addressing the totals by country.

Note: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

- Provide your overall debt-to-equity ratio (in percentage).

- With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the loan agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).

- If any debentures are convertible, provide specifics.

- If loan payments are in default, provide details.

-This question should be answered in the affirmative if the debt is with a U.S. entity that is owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

- a. 5% or more of its total revenues or net income from any single foreign person.

- b. In the aggregate 30% or more of its revenues or net income from foreign persons?

If yes to either part of the question:

-Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.

-Indicate if any single foreign source represents in excess of 5% of total revenues or net income.

-Indicate whether any classified information is involved.

-State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficial owner? If yes:

-Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.

-Indicate whether any investor has attempted to, or has exerted any control or influence over appointments to management positions or influenced the policies of the organization.

-Include copies of SEC Schedule 13D/13G.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

-Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.

-Identify, by name and address, each foreign organization with which such persons serve and indicate the capacity in which they are serving.

-Include a Statement of Full Disclosure of Foreign Affiliations for every cleared individual who is a representative of a foreign interest.

Note: We expect the contractor to be able to answer this question fully for those individuals holding such positions with his/her foreign subsidiaries and any foreign interests. However, we do not expect and will not require the contractor to ask every individual to ascertain if he/she is serving as a director, officer or manager of a foreign person. We will ask the contractor to provide ongoing security education to all key management personnel of their responsibilities to report serving as an interlocking director or in any other type of positions with a foreign person to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #10: Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization? If yes:

-Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.

## DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

**Affiliate.** Any entity effective owned or controlled by another entity.

**Beneficial Owner.** The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

**Bond.** A certificate which is evidence of a debt in which the issuer promises to repay a specific amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

**Convertible Debentures.** Bonds which the holder can exchange for shares of voting stock.

**Covenant.** A detailed clause in a lending agreement designed to protect the lender.

**Debenture.** A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

**Debt-to-Equity Ratio.** Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth). This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

**Equity Security.** An ownership interest in a company, most often taking the form of corporate stock.

**Foreign Interest.** Any foreign government, agency of a foreign government, or representative of a foreign government any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

**Foreign Person.** Any foreign interest and any US person effectively owned or controlled by a foreign interest.

**Guarantor.** One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another).

**Immigration Status.** Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence). Note: Immigration and Naturalization Service Form 1-9 is an excellent source for this information.

**Joint Venture.** A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.

**Liability.** Claim on the assets of a company or individual.

**Licensing Agreement.** A permit granted by one business to another which permits duplication of processes and production of similar items.

**Management Positions.** For the purposes of the questions on this form, management positions shall include owners, officers, directors, partners, regents, trustees, senior management officials, other executive personnel and the facility security officer.

**Nominee Share.** A share of stock or registered bond certificate which has been registered in a name other than the actual owner.

**Proxy.** One who acts for another. Also, the document by which such a representative is authorized to act.

**Representative of a Foreign Interest (RFI).** A citizen or national of the U.S., who is acting as a representative of a foreign interest (see Foreign Interest).

**S.E.C. Schedule 13D.** This schedule discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5 percent of a class of registered equity

securities of certain issuers must file a Schedule 13D reporting such acquisition with certain other information.

S.E.C. Schedule 13G. This schedule is a much abbreviated version of Schedule 13D that is only available for use by a limited category of "persons" (such as banks, broker/ dealers, and insurance companies) and even then only when the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of the issuer.

Sales Agreement. An agreement between two parties for the sale of goods or services on a continuing basis.

Stock Option. An option is the right to buy or sell at some point in the future.

Street Name. The common practice of registering publicly traded securities in the name of one or more brokerage firms.

Subordinated Debenture. A bond having a claim on assets only after the senior debt has been paid off in the event of liquidation.

Surety. One who is immediately liable for the debt of another if that other person or entity falls to pay.

Total Capital Commitment. The sum of money and other property an enterprise uses in transacting its business.

US Person. Any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national of the United States.

## **REPRESENTATIVES OF A FOREIGN INTEREST (RFI) STATEMENT**

A RFI is a citizen or national of the U.S., or an intending citizen to the U.S., who is acting as a representative of a foreign interest. If any individual having or requiring a DOE security clearance is a RFI, a RFI Statement (sample document attached) must be completed.

A Foreign Interest is any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organization, chartered or incorporated under the laws of any country, other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the U.S.

Name of the foreign interest:

Address of the foreign interest:

The nature of business of the foreign firm and the products/services involved. Also indicate if they have any military application:

Full details of ownership or affiliation with the foreign interest:

The specific relationship between the foreign interest and the U.S. organization:

Your job titles and specific duties with the foreign interest:

Percentage of time devoted to foreign interest:

Percentage of U.S. organization's revenues and net income derived from foreign firm during the U.S. organization's most recently closed accounting year:

Name and address of all U.S. facilities where you hold or are in process for an access authorization:

The nature of business of all U.S. organizations and the products/services involved.

Summary of duties with the foreign firm. Provide detailed information, as well as position title:

Have you ever registered as an Agent of a foreign government as detailed in 18 U.S.C. 219? If so, please provide details:

- - - - -

**CERTIFICATION:** I recognize my special responsibility to protect classified information from disclosure to any unauthorized person, foreign, or domestic.

**TYPE OR PRINTED NAME:** \_\_\_\_\_

**FULL NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_ **FACILITY:** \_\_\_\_\_

## CONTENTS REVIEW REQUIRED BY THE OFFEROR

Prior to forwarding a FOCI submission to DOE, the offeror should review the FOCI documentation to ensure that:

- a. If the offeror is owned by a parent organization(s), the FOCI representations and certification(s) have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization. [i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management by laws, operating agreement, partnership agreement, etc.)]

In addition to the executed FOCI representations and certification, an offeror/bidder and, if applicable, its tier parents should also submit the following to the Contracting Officer, or a contractor with a DOE approved facility clearance and, if applicable, its tier parents should also submit the following to the Lead Responsible Office:

1. A copy of the U.S. company's articles of incorporation and an attested copy of the U.S. company's by-laws, or similar documents filed for the U.S. company's existence and management, and all amendments to those documents. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide these documents unless (i) the U.S. company's articles of incorporation and by-laws, or similar documents filed for the U.S. company's existence and management, have been amended; or (ii) the Lead Responsible Office has requested the documents.
2. Complete and return the attached Supplemental FOCI Data Sheet. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide the Supplemental FOCI Data Sheet unless (i) a change(s) has occurred which would affect the answers to the information in the Supplemental FOCI Data Sheet previously provided by the contractor and/or its tier parents, if applicable; or (ii) the Lead Responsible Office has requested the contractor and/or its tier parents to complete and return the Supplemental FOCI Data Sheet. The Supplemental FOCI Data Sheet will enable the Lead Responsible Office to review and verify the submitted information in a quicker and more thorough manner which will provide a quicker determination.
3. Consolidated information and statements for the organization's most recently closed accounting year:
  - a. Publicly-traded companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit its annual report and securities and exchange commission form 10-K report for the most recently closed accounting year, as well as its most recent proxy statement for the annual meeting of stockholders.
  - b. Privately-owned companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit consolidated financial information (i.e., to include the accounts of the company and its subsidiary companies) for the most recently closed accounting year. The financial information should be prepared and presented in accordance with

generally accepted accounting principles as established by the financial accounting standards board, to include accompanying footnote disclosures. If available, audited financial information should be provided. If audited financial information is not available, unaudited information should be accepted, but only if accompanied by a certification attesting to the unavailability of audited information.

4. Listing of owners, officers, directors, and executive personnel (OODEP)

The contractor and all tier parents shall submit a list identifying their respective organization's owners, owner's representatives, officers, directors, and executive personnel, to include their complete names; social security numbers; date and place of birth; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances. (See attached OODEP List)

If any position is vacant, so state.

For sole proprietorships operating in community property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin), information on the sole proprietor's spouse, if applicable, should also be provided on the OODEP listing.

With respect to the U.S. organization's owners, publicly-traded companies do not need to provide all identifying information on its owners as required on the OODEP listing unless those individuals are OODEP's of the U.S. organization. However, publicly-traded companies should provide the most recent copies of any Schedules 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organization's securities.

**NOTE:** *If any of these documents are missing the contracting officer cannot complete award of the contract.*

## SUMMARY FOCI DATA SHEET

PROVIDE RESPONSES TO THE QUESTIONS IDENTIFIED BELOW: (SUPPLEMENTAL PAGES MAY BE ATTACHED TO PROVIDE COMPLETE AND ACCURATE RESPONSES.)

1. Identify organizational structure: ( ) corporation, ( ) sole proprietorship, ( ) limited partnership, ( ) general partnership, ( ) other - if so, identify.  
\_\_\_\_\_
2. Current legal company or organization name and street address:  
\_\_\_\_\_
3. Other business names used (i.e. dba [doing business as]):  
\_\_\_\_\_
4. Date business was incorporated or established and state:  
\_\_\_\_\_
5. Enclose a copy of your organization's articles of incorporation, partnership agreement (or similar documentation), and any amendments.
6. Enclose a copy of your organization's bylaws, or similar document, that affects the following : appointment of officers or directors, any amendments to the number of officers or directors, the amount and distribution of stock, or ownership, etc., and any amendments affecting those areas. Include amendments identifying specific individuals appointed as officers or directors.
7. Stock ownership: ( ) privately held, ( ) publicly traded. If privately held, include a list of stockholders, certified by the corporate Secretary.  
 a.) Number of shares authorized: \_\_\_\_\_  
 b.) Number of shares issued: \_\_\_\_\_  
 c.) Is cumulative voting authorized? \_\_\_\_\_
8. Address and phone number for the point of contact for FOCI matters.  
**Point of Contact** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone** \_\_\_\_\_
9. Name(s) of all tier parent organizations, if applicable:
10. How many positions of Director are authorized? \_\_\_\_\_
11. Who is assigned as Chairman of the Board? \_\_\_\_\_
12. Are any of your officers or directors representatives of a foreign interest (RFI)? If so, those individuals who require security clearances must complete the attached RFI statement.

( ) YES ( ) NO

13. Financial information to be provided : If privately held, an audited financial statement less than one year old. If publicly held, the most recent Annual Report & 10K Report, most recent proxy statement for the annual meeting of stockholders and any Schedule 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organization's securities.

**OWNERS, OFFICERS, DIRECTORS AND EXECUTIVE PERSONNEL (ODEP) LIST****ORGANIZATION OR COMPANY NAME:** \_\_\_\_\_

<b>NAME OF INDIVIDUAL</b>	<b>POSITION HELD</b>	<b>IF OWNER, LIST % OF OWNERSHIP</b>	<b>SOCIAL SECURITY NUMBER</b>	<b>LIST ANY PERSONNEL CLEARANCE HELD OR IN PROCESS</b>	<b>LIST CITIZENSHIP</b>

This form must be certified as being accurate, current and complete by an authorized official of the organization (i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management, the bylaws, operating agreement, partnership agreement, etc.), or any other employee, designated in writing by such an authorized official as having been delegated authority to execute the FOCI representations and certifications on behalf of the organization.

Certified Correct by:

\_\_\_\_\_  
Typed or Printed Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Date Certified

### **INSTRUCTIONS FOR COMPLETING THE OODEP LIST**

Provide requested OODEP information in accordance with the following instructions.

**Owners:** The requested information on owners and representatives or agents of stockholders is to be attached to the organization's OODEP listing:

1. **For privately-owned organizations:**

- a. Provide the following information for each person (i.e., human being) who directly or indirectly owns or has beneficial ownership of 5 percent or more of any class of the organization's securities or who has directly or indirectly subscribed 5 percent or more of the organization's total capital commitment:
  - (1) If the beneficial owner holds a position as an OODEP in the organization and is identified on the OODEP listing, provide the individual's name, with the class and number of shares of capital stock he/she owns of the organization's securities or the capital commitment he/she subscribed.
  - (2) If the beneficial owner does not hold a position as an OODEP in the organization and is not identified on the OODEP listing, provide the individual's name, address, and the class and number of shares of capital stock he/she owns of the organization's securities of the capital commitments he/she has subscribed. If known, information on the individual's citizenship should be provided.
- b. Provide the following information for each legal entity which directly or indirectly owns or has beneficial ownership of 5 percent or more of any class of the organization's securities or which has directly or indirectly subscribed 5 percent or more of the organization's total capital commitment.  
  
The legal name (i.e., as specified in charter) with the address of its principal executive offices and the class and number of shares of capital stock the entity owns of the organization's securities of the capital commitment the entity has subscribed. In addition, if the entity is controlled by another organization, the country of ultimate legal residence must be provided.
- c. Provide the name of any representative(s) or agent(s) of any owner (person or entity), if any, who holds positions, such as Board Member (or similar type of governing body), officers, executive personnel, or general partners in your organization. Also identify the owner which the individual is representing.

2. **For publicly-traded organizations**

- a. Provide the most recent copies of any Schedules 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of the organization's securities.
- b. Provide the names of any representative(s) or agent(s) of any stockholder (person or entity), if any, who holds positions, such as Board member (or similar type of governing body), officers, executive personnel, or general partners in your organization. Also identify the stockholder which the individual is representing.

**Officers:** Identify and provide requested information (i.e., names, titles, etc.) for all of the organization's officers on the OODEP listing.

The definition of officers is : Those persons established as officers as officially recorded by the organization (that is the document filed for the organization's existence and the document which sets forth the terms and conditions for its operation and management; the articles of incorporation and by-laws; articles of organization and operating agreement; certificate of limited or general partnership and the partnership agreement, etc.). However, excluded from this definition are: (a) assistant vice presidents who have no management responsibilities related to performance on classified contracts; (b) assistant secretaries; and (c) assistant treasurers.

**Directors:** Identify and provide requested information (i.e., names, titles, etc.) for all organization's directors on the OODEP listing, to include identification of the Chairman of the Board and any Vice Chairman. If the organization has no Chairman of the Board of Directors, identify the individual who performs those functions at board meetings.

The definition of directors is : Members of the board or similar governing body chosen to direct the affairs of a corporation or institution.

**Executive Personnel:** Identify and provide requested information (i.e., names, titles, etc.) for all of the organization's executive personnel on the OODEP listing.

The definition of executive personnel : Those individuals who perform policy making functions for the organization, or any other person in charge of a principal business unit, division, or function.

**Facility Security Officer:** Identify and provide requested information (i.e., names, title, etc.) for the organization's Facility Security Officer.

The definition of a Facility Security Officer is : The individual at the facility assigned the responsibility of administering the requirements of the Safeguards and Security program within the facility.

**Spouse of a sole proprietor:** For those sole proprietors operating in community property states, identify and provide requested information (i.e., all information required on the OODEP listing) on a sole proprietor's spouse, if any. If there is no spouse, so state.

**Vacant positions:** If any OODEP position is vacant, so state and include estimated date vacancy will be filled.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier __, if known.   Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable :	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
Items 11 through 15 are deleted.		
<small>16 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 identified in item 4 to influence the covered Federal action.
- 10.(b) Enter the full name of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

(Items 11 through 15 were removed from the form.)

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Information Resources Management Policy, Plans and Oversight, HR-4.3, Paperwork Reduction Project (1910-1400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and the office of Management and Budget (OMB), Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## PART IV

## SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICESTO OFFERORSTABLE OF CONTENTS

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L.2	FAR 52.216-1	Type of Contract (APR 1984)	L-8
L.3	FAR 52.217-5	Evaluation of Options (JUL 1990)	L-8
L.4	FAR 52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns (June 1999) )(DEVIATION) (June 1999) <i>Reference paragraph (c)</i>	L-8
L.5	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review (Feb 1999)	L-9
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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show--
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers ( and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
  - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
  - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the

number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement, level of effort, Task Order contract for Information Technology support services work, with Fully Burdened Fixed Billable Hourly Labor Rates and performance-based award fee provisions, resulting from this solicitation.

L.3 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate Offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

L.4 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 1999) (DEVIATION) (JUNE 1998) REFERENCE PARAGRAPH(C)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The \_\_\_\_\_ [insert name contractor] will notify the \_\_DOE\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

L.5 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first –tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.6 FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.7 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to subject inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

L.8 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1998)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

L.9 DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from REF Part I – Section A, Block 7).
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U. S. Department of Energy  
Assistant General Counsel  
for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W.  
Washington, D. C. 20585  
Fax: (202) 586-4546

L.10 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. See 10 CFR Part 1004.

L.11 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.12 PREPARATION OF OFFERS

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the Offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item Offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item Offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.13 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their Offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting Offers or if the lack of it would be prejudicial to any other prospective offerors.

L.14 AVAILABILITY OF REFERENCE DOCUMENTS

Some documents relevant to the activities of DOE's can be accessed via the Internet at:

<http://www.doe.gov>  
<http://www.ch.doe.gov>

L.15 ORDER OF PRECEDENCE FOR THIS SOLICITATION

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

L.16 SMALL BUSINESS INFORMATION

It is the Government's intent to award this contract to an 8(a) concern. The small business size standard for an 8(a) concern which submits an Offer in its own name is defined as \$18 million. The standard industrial classification code is 7379.

L.17 NUMBER OF AWARDS

It is anticipated that one award will result from this RFP.

L.18 AN EQUAL RIGHTS NOTE

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.19 FALSE STATEMENTS IN PROPOSALS

Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.20 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This RFP does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to procure or contract for any services.

L.21 PREPROPOSAL CONFERENCE

The Government does not intend to hold a pre-proposal conference in conjunction with this solicitation.

L.22 CLASSIFIED MATERIAL

Performance under the proposed contract is expected to involve limited work requiring access to classified material. However, if access to classified material is required, the offeror may be required to obtain necessary security clearances for personnel who will have access to classified material. All three Key Personnel listed in Section J.4, and one Computer Network Specialist listed in Section J.6 will be required to obtain a security clearance at the Government's expense for performance of their duties.

L.23 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors are set forth at FAR 9.1.
- (b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.24 DISCUSSIONS WITH OFFERORS

**The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost, business and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.**

L.25 INFORMATION OF AWARD

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE and Federal Regulations applicable to negotiated procurements.

L.26 DISPOSITION OF PROPOSALS

Proposals will not be returned (except for timely withdrawals).

L.27 DISPOSITION OF RFP DOCUMENTS

Drawings, specifications, and other documents supplied with the RFP may be retained by the offeror (unless there is a requirement for a document to be completed and returned as part of the Offer).

L.28 ALTERNATE PROPOSAL INFORMATION

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.29 OFFER PROPOSAL INSTRUCTIONS

A. GENERAL INFORMATION

Full accurate and complete information must be presented to sufficiently convey the Offeror's qualifications and capability to perform the Statement of Work (See Part I, Section C.1) to a person presumed to have no knowledge of the Offeror. The proposal will be evaluated against the Evaluation Criteria contained in Part IV, Section M. Selection will be made on the bases of an integrated assessment of the proposal submitted. In making this assessment, the Evaluation Panel will make a subjective judgement of the overall value of each proposal with respect to the qualifications and capability of the Offeror to accomplish the work.

The importance of supplying full and complete information in your initial response to this solicitation cannot be overemphasized. **THE GOVERNMENT INTENDS TO**

**AWARD A CONTRACT BASED ON INITIAL OFFERS/INFORMATION RECEIVED, WITHOUT DISCUSSIONS OR NEGOTIATION OF SUCH OFFERS/INFORMATION. THEREFORE, IT IS CRITICAL THAT INITIAL OFFERS/INFORMATION CONTAIN THE OFFEROR'S BEST TERMS FROM A TECHNICAL, BUSINESS MANAGEMENT, AND COST STANDPOINT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF THE CONTRACTING OFFICER LATER DETERMINES THEM TO BE NECESSARY.**

If you are submitting an Offer and information as a joint venture, it is important that you give full and complete information on each of the participating firms, as well as the proposed joint venture organization itself. Similarly, full accurate and complete information should be included for any major subcontractors who are proposed as fulfilling a solicitation requirement.

By submission of its Offer, the offeror and team members(s), if any, authorize DOE to contact the references that are required by this solicitation.

**B. FORMAT AND CONTENT**

In order to facilitate the Source Evaluation Panel's review, offerors shall follow the format provided below:

- (1) The Technical Proposal (Reference Paragraph C. of this Section) should be submitted as Volume I; the Business Management Proposal (Reference Paragraph D of this Section) should be submitted as Volume II; the Cost Proposal (Reference Paragraph E. of this Section) should be submitted as Volume III; and the Offer/Completed Contract Document (Reference Paragraph F. of this Section) should be submitted as Volume IV.
- (2) Page size should be 8-1/2" x 11" printed on both sides.
- (3) FOR INTERPRETATION OF PAGE GUIDELINES, THE FRONT AND BACK OF A SINGLE SHEET ARE COUNTED AS TWO PAGES. The text shall be typed, single spaced, using Pica size (approximately 12 point with 10 cpi or pitch) type (or equivalent), 1-inch margins, and printed, unreduced on size 8 1/2-inch by 11-inch paper. Illustrations shall be legible and no larger than 11 inch by 17 inch fold-outs, as appropriate for the subject matter. Each volume shall be sequentially numbered with page numbers on each page.
- (4) An original and seven (7) copies of the proposal should be submitted in four (4) physically separate volumes.

**C. TECHNICAL PROPOSAL - VOLUME I**

Technical proposal information should follow the sequence of the numbered paragraphs set forth below to provide a standard basis for evaluation and to ensure uniformity. NO

**COST INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.**

Where estimated labor hours will provide clarity, they shall be quoted in number of labor-hours only, with no indication as to the cost of the labor-hours.

With regard to the technical requirements described herein the offeror should clearly and fully demonstrate its qualifications and capabilities with respect to the evaluation criteria set forth below. Stating that the offeror understands and will comply with the technical requirements is not adequate. Similarly, phrases such as “employ standard procedures” or “use well known techniques” are also not adequate.

1. **Key Personnel**

Using the resume format provided as Attachment A of this section, (Ref. Section L.33) not to exceed 5 pages in length for each, describe each of the three (3) key personnel’s educational background, professional background, and work experience relevant to performing the proposed effort. Additional pages beyond this limitation will not be evaluated. It is expected that the offeror will assign a full-time Project Manager to this project. Signed letters must be submitted for each of the three key personnel listed in Part III, Section J.4 and each letter must discuss each persons availability to the project and their level of commitment. Only one resume for each position may be submitted. (Reference Section L.39).

**Key Personnel Labor Categories**

Project Manager  
Supervisory Computer Network Analyst  
Supervisory Software Engineer

2. **Technical Approach**

**General**

The offeror shall prepare responses to two hypothetical task assignments. The sole purpose of the hypothetical task assignments is to assess the offeror’s overall technical approach to be utilized.

For each hypothetical task response the offeror will demonstrate its understanding of the task, approach used to plan and complete the task, and resources required for the task. There is a **ten (10) page** limitation for responses to hypothetical task a. and task b. combined. Additional pages beyond this limitation will not be evaluated.

The offeror shall provide responses to the following Hypothetical Tasks:

- a. Provide an estimate of hours, i.e. Direct Productive Labor Hours (DPLH) by labor category and estimated duration of time from start to completion

for the implementation of intrusion detection software. This software will be used to detect unauthorized attempts to access the CH-DOE network. Provide a detailed implementation plan to include test and acceptance criteria and time period estimated to perform test and acceptance. Additionally, include a process for documenting the software implementation and operations.

Background: Network infrastructure includes Novell Servers, MS Window NT Servers, Web server, Cubix communications servers, CISCO router and switches, using a fiber backbone and a 100 base-T cable plant. Dell OptiPlex GX1ps are used for all customers within the network.

- b. Provide an estimate of hours, i.e. DPLH or man hours by labor category level and estimated duration of time from start to completion for the implementation of an application designed to track and report configuration management to include change and problem control. This software will be used to track all maintenance and trouble problems as well as planned changes to the network. Application must be developed with Java and used as a thin client, browseable from the net. Provide a detailed implementation plan to include test and acceptance criteria that encompass important security facets and the time period estimated to perform test and acceptance. Additionally, include a process for documenting the software implementation and operations.

Background: Network infrastructure includes Novell Servers, MS Window NT Servers, Web server, Cubix communications servers, CISCO router and switches, using a fiber backbone and a 100 base-T cable plant. Dell OptiPlex GX1ps are used for all customers within the network.

### 3. Project Management

There is a **five (5)** page limitation for responses to the Project Management section, additional pages beyond this limitation will not be evaluated. The offeror shall explain how it proposes to organize, plan, report, prioritize, schedule work, and exercise project control. The explanation shall address the following elements:

- Internal and external lines of authority and communication
- Proposed project organization's position within the overall corporate structure
- Management of proposed subcontractors/consultants, if any
- Methodology for cost estimation, including, level of effort, skill mix and availability of resources.
- Coordination and control of work assignments including ability to manage multiple tasks simultaneously

- Responsibility and decision making authority of the project manager and his/her authority to control resources necessary for effective contract performance
- Approach to handling quick response efforts and priorities
- Reporting systems.

4. Corporate Experience/Past Performance

- a. Corporate Experience – Using the attached Section I, Contract Identification, and Section III, Discussion of Results, of Attachment B, Table 1, Relevant Corporate Experience, set forth below, provide for each example of relevant corporate experience, the information requested. The Prime contractor shall provide no more than five (5) examples of relevant corporate experience. Each subcontractor (if any) shall provide no more than three (3) examples of relevant corporate experience. Examples of relevant corporate experience information exceeding these limitations will not be evaluated. Offerors are advised that no more than two (2) additional pages may be added to the aforementioned Attachment B, Table 1, Section III, Discussion of Results, for each example of relevant corporate experience. Additional pages beyond this limitation will not be evaluated.
- b. Past Performance – Using the attached Section II, Client Identification, of Attachment B, Table 1, Relevant Corporate Experience, provide for each example of relevant corporate experience, the information requested. Client identification information must be provided for each contract performed by either the prime contractor or any proposed subcontractor since May 1997, and must adhere to the limitations described under a. Corporate Experience, set forth above. Past Performance information contacts are requested under existing and prior contracts relating to the full range of activities described in Section J.1, Statement of Work.

D. BUSINESS MANAGEMENT PROPOSAL - VOLUME II

1. COMPENSATION SYSTEM

In accordance with Section L.6, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES, the prime contractor and any subcontractor performing 20% or more of the estimated level of effort anticipated under this solicitation shall submit information concerning its corporate policies in the following areas and describe its ability to hire and retain a highly qualified staff in an economically efficient manner:

(i) Wage and Salary Structure

Describe wage and salary structure, and discuss the relationship of actual pay to relevant labor markets.

(ii) Employee Fringe Benefits

Discuss employee fringe benefits, i.e., retirement, group insurance, vacation, holiday, sick time, etc.

(iii) Bonuses/Incentive Pay

Discuss bonuses and other incentive pay policies.

(iv) Training Program

Discuss training policies.

2. **TRANSITION PLAN**

The offeror's transition plan should discuss its approach to, and plan for a smooth transition. The transition plan should include details concerning staffing, taking over work effort from incumbent contractor, and efforts to provide support without a disruption of services.

3. **FINANCIAL CAPABILITY**

The offeror shall submit the latest certified annual report, Form 10K, financial statements, and any other evidence of the company's audited financial status sufficient to demonstrate capability to carry out the proposed work. Provide a current balance sheet and profit and loss statement for all quarters reported on the current fiscal year. State what percentage this proposed contract would represent of the offeror's total business during the period of performance.

E. **COST INFORMATION-VOLUME III**

- (1) This will be a cost-reimbursement, level-of-effort, Task Order contract with fully burdened fixed billable hourly labor rates. Certain other direct costs, such as travel, will be reimbursed at actual cost. Offerors are expected to propose all costs, including base fee and award fee associated with the project for the base period and four one year option periods. The Cost Schedules in Section J, Exhibit 7, should be used to prepare your total cost proposal. This exhibit allows for costs to be identified separately by each annual period beginning February 1, 2001 for the base period and all four (4) option periods and a summary Cost Schedule for the base period and all four (4) option periods.

- (2) The base fee shall not exceed 2% of the Total Estimated Cost and shall be considered part of the Offer. The base fee should be proposed as a separate line item in the space provided on each Cost Schedule contained in Section J., Exhibit 7.
- (3) The award fee shall not exceed 8% of the total estimated cost and shall be considered part of the Offer. The award fee should be proposed as a separate line item in the space provided on each Cost Schedule contained in Section J., Exhibit 7. **Please note that the maximum 8% award fee shall be applied to Total Estimated Cost exclusive of the 2% base fee.**
- (4) The Cost Schedules set forth in Section J., Exhibit 7 shall be prepared utilizing the Labor Category Descriptions set forth in Section J., Exhibit 6. The offeror's cost to provide the required annual level of effort identified therein shall be determined as follows:

(a) Labor:

Apply the Offeror's Fully Burdened Fixed Billable Hourly Labor Rate for each labor classification, exclusive of fee, to the respective Direct Productive Labor Hours (DPLH) identified for the base period and for each option period. The extension of these figures are identified as Annual Labor Classification Cost. The Fully Burdened Fixed Billable Hourly Labor Rate represents each labor classification's annual salary divided by DPLH plus the applicable fringe benefits and any other indirect costs, excluding fee. The Fully Burdened Fixed Billable Hourly Labor Rates should be adjusted to recognize the Offerors use of the Governments facilities and operating expenses. Provide the detailed basis for the computation of each Fully Burdened Fixed Billable Hourly Labor Rate. The DPLH represents the maximum annual working hours of 2,080 less holidays, vacation time, sick time, jury duty, and any other non-productive time that is in accordance with your official policy. An **example** is provided below:

2,080 hours (52 weeks x 40 hours per week)  
 - 80 hours Holidays(10 days x 8 hours)  
 -120 hours Vacation (3 weeks x 40 hours/week)  
 - 20 hours Sick Leave (2 ½ days x 8 hours/day)  
1,860 Direct Productive Labor Hours (DPLH)

If the offeror proposes to use subcontractors and/or consultants to provide any of the Labor Classification Costs identified on the Cost Schedules these costs shall be clearly identified as such and shall not exceed forty-nine percent of Total Labor Classification Costs. These costs shall be included as part of the Total Labor Classification Costs and are subject to the same requirements for providing supporting documentation as stated in this section .

- (b) Other Direct Costs:
  - (i) Travel costs of \$20,000 per year shall be used;
  - (ii) Provide details and supporting documentation for any other direct costs which are not covered elsewhere in the solicitation. Government-Furnished Property is identified in Part I, Section H.4. Since the Government will provide this property, no cost should be proposed for those property items.
  - (iii) All indirect costs shall be included in the Offeror's Fully Burdened Fixed Billable Hourly Labor Rates .
  - (iv) The Federal Acquisition Regulation (FAR) Part 31, shall be the guide to the definition of other direct cost elements.
- (c) The **base fee** is calculated by multiplying the Total Estimated Cost by an amount not to exceed 2%. The Total Estimated Cost represents Total Labor Classification Cost plus Other Direct Costs.
- (d) The **award fee** is calculated by applying the offeror's proposed percentage (not to exceed 8%) to the Total Estimated Cost excluding the base fee.
- (5) The aforementioned Cost Schedules completed by the offeror shall be considered part of the Offer as defined in Section L.29, Paragraph F. below, and should be submitted as part of the Offer described below.
- (6) Overtime costs shall not be incurred without prior approval from the Contracting Officer (see Section I., Appendix A, Clause FAR 52.222-2, Payment for Overtime Premiums). In the event overtime is authorized, compensation time should be used as much as possible. Compensatory time accrued shall not exceed more than 24 hours and must be used within the next 60 days.

F. THE OFFER/COMPLETED CONTRACT DOCUMENT – VOLUME IV

- (1) The Offer as described in this Section L shall consist of the following:
  - (a) Standard Form 33, "Solicitation, Offer, and Award", with blocks 13 through 18 completed by the offeror.
  - (b) RFP Section B, SUPPLIES OR SERVICES AND PRICES/COSTS with the Offeror's total estimated cost and base fee for the base contract inserted in the appropriate spaces of Subsections B.2.(a) and (b). Spaces shown in

Subsections B.2.(c) and (d) are to be completed by the Government upon award and , therefore, should not be completed by the Offeror.

- (c) RFP Section C through F.
  - (d) RFP Section G, CONTRACT ADMINISTRATION DATA. Spaces shown in Subsections G.2.(b) and (c) are to be complete by the Government upon award and, therefore, should not be completed by the Offeror.
  - (e) RFP Section H, SPECIAL CONTRACT REQUIREMENTS, with Offeror's Estimated Cost, Base Fee and Maximum Award Fee for the four option periods inserted in the appropriate spaces of Subsection H.5.(b). The space shown in Subsection H.7. will be completed by the Government upon award, and therefore, should not be completed by the Offeror. Spaces identified in Subsection H.13.(c) must be completed by the Offeror with the Offeror's Semi-annual Maximum Award Fee for the base and four option periods inserted in the appropriate spaces.
  - (f) RFP Section I
  - (g) RFP Subsections J.1, J.2, J.4, J.5, J.6, J.9, and J.10, with the Offeror's, Project Manager, Supervisory Computer Network Analyst, and Supervisory Software Engineer, inserted in the appropriates spaces of Subsection J.4.
  - (h) RFP Section K, REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR, with subsections K.1., K.2., and K.3., completed as indicated and provide the OCI disclosure statement and FOCI Certification as required.
- (2) The completion and submission to the Government of the above items will constitute an Offer and will indicate the Offeror's unconditional assent to the terms and conditions of this RFP and to any attachments hereto.
  - (3) The offeror shall identify and explain any exceptions or deviations requested or conditional assumptions made with respect to this solicitation. Any exceptions or deviations requested must contain sufficient amplification and justification to permit thorough evaluation without discussions. All benefits to the government shall be explained for each exception requested. An exception may not, of itself, automatically cause an Offer to be considered unacceptable. However, a significant exception or a number of exceptions not providing benefit to the Government may cause your Offer to be considered unacceptable.

L.30 **SUBMISSION INSTRUCTIONS**

(a) Signed Documents

Of the original and seven (7) copies of the Offer requested in Section L.29(B.), four (4) shall be submitted as fully executed copies with original signatures.

(b) Mailing Labels

Applications must be submitted in writing to the following address, with external markings for the submission as set forth below:

**FROM:** (applicant name and address)

**TO:** U.S. Department of Energy  
Chicago Operations Office  
Communications Center  
Building 201, Room 168  
9800 South Cass Avenue  
Argonne, IL 60439-4899

**ATTN:** Tonja L. Stokes, Executive Secretary

**THIS DOCUMENT IS SUBMITTED UNDER  
SOLICITATION NUMBER DE-RP02-01CH11038  
AND IS TO BE OPENED ONLY BY THE INDIVIDUAL  
DESIGNATED ABOVE**

- (c) Proposals must be received in the room designated in (b) above, NO LATER THAN 3:00 p.m., LOCAL PREVAILING TIME, December 15, 2000.

CAUTION: Late Proposals, Modifications, and Withdrawals will be treated in accordance with the provisions set forth in Part IV - Section L.1.

- (d) Handcarried Proposals

External markings for the submitted package(s) shall be as set forth in (b) above. The offeror shall hand carry its Offer and Capability Information to DOE at the address set forth in (b) above. (See Section L.32, Handcarried Proposals, also).

### L.31 OUTSIDE EVALUATION

Offerors are hereby notified that the Source Evaluation Panel (SEP) may make all proposals submitted, including any trade secrets and/or privileged or confidential commercial or financial information contained therein, available to other DOE personnel, and/or DOE operating contractor employees, as necessary, for the sole purpose of assisting the SEP in its evaluation of proposals. These individuals will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation.

### L.32 HANDCARRIED PROPOSALS

Handcarried proposals are those submitted by any means other than through the U.S. or Canadian mail. If an applicant submits its proposal by means other than the U.S. or Canadian mail the applicant assumes the full responsibility for ensuring that the proposal is received at the address specified in Part IV - Subsection L.30(b), by the date and time specified in Part IV - Subsection L.30(c).

External markings on handcarried proposals shall include substantially the same information provided when submitting the application through the U.S. or Canadian mail (see Part IV - Subsection L.30(b)).

**NOTE:** (1) The U.S. DOE, Chicago Operations Office, is located on the site of the Argonne National Laboratory (ANL), but is a separate and distinct entity from ANL. **As stated above, handcarried applications must be received at only the location specified in Part IV - Subsection L.30(b).** Delivery to and/or acceptance of an application at any other location, including the ANL Visitor's Reception Center, the ANL Loading Dock at Bldg 5, the DOE Loading Dock at Bldg 201, or to any other ANL or DOE receiving point **DOES NOT CONSTITUTE DELIVERY OF THE APPLICATION IN ACCORDANCE WITH THE TERMS OF THIS SOLICITATION.**

- (2) Signs outside of ANL advising that the Argonne Shipping & Receiving area is located at 9700 South Cass Avenue ARE NOT APPLICABLE to deliveries to the DOE address specified in Part IV - Subsection L.30(b).
- (3) ANL is a contractor operated, controlled-access facility, which may require advance clearance arrangements, particularly for non-U.S. citizens. Sufficient time should be allotted for normal admittance procedures, which may be coordinated with Ms. Tonja L. Stokes at (630) 252-2136.

L.33 EVALUATION OF KEY PERSONNEL

Since key personnel are called for in this solicitation as part of the evaluation criteria, only one resume for each key position may be submitted. Proposals that contain more than one resume for any key position will not be subjected to comprehensive evaluation, and none of the resumes will be evaluated. Letters of commitment are to be submitted for each of the three proposed key personnel. Failure to submit such letter of commitment will result in the proposal being evaluated as deficient in this area.

L.34 SITE VISIT

Site visits are not required to respond to this RFP.

ATTACHMENT A

REQUIRED RESUME FORMATS

(Exhibits 1 and 2, 6 pages)

Personnel

Provide resumes for each individual proposed for the key positions identified in Part I, Section J.4 - LIST OF KEY PERSONNEL and SECTION L.33 - EVALUATION OF KEY PERSONNEL, using the Required Resume Format specified in Exhibit 1 of this attachment and the individual Specific Technical Experience Charts set forth in Exhibit 2 of this attachment for each individual.

Include in the resume three business references for each proposed individual; include at least one reference for each employer within the last 5 years. **Signed Letters of commitment must be submitted for each of the three key personnel listed in Section J.4.**

(THIS SECTION WILL NOT BE INCLUDED  
INTO THE AWARDED DOCUMENT)

Exhibit 1

**REQUIRED RESUME FORMAT**

I. Name:

II. Proposed Position:

III. Education:

(Provide degree(s), if any, attained from an accredited college or university; discipline; year(s) degree attained; and institution. Also provide relevant continuing education with dates attended.)

IV. Chronological Work History:

Prepare a separate subsection listing the information specified below for each position held. Start with current position and work backwards. Discuss any breaks in service.

A. Name and Address of Firm(s):

B. Position(s) Held:

C. Dates of Employment:

D. General Summary of Responsibilities:

(Provide a clear and brief, but complete, description of major duties and responsibilities for each job, including hardware and software expertise. Include special assignments, technical expertise (specifying hardware and software), and major accomplishments in the job. Also include any supervisory duties, including type and number of personnel supervised. Write in this section the person's name on the job if it is different than his/her current name.)

E. Name, Title, Phone Number of Supervisor:

(Past employment)

V. Business References:

(Name, title, address, and telephone number - minimum of three.)

VI. Professional Affiliations:

VII. Professional Certification(s):

VIII. Awards/Accomplishments/Publications/Patents/Other:

IX. Availability & Commitment to the Project

## EXHIBIT 2

## SPECIFIC TECHNICAL EXPERIENCE

## POSITION: PROJECT MANAGER

Type of Experience	Duration		Brief Description (Provide a summary of experience in the following areas. Relate the summary to the experience listed on the individual's resume.)
	From	To	
Supervising technical staff			
Management of information technology services			
Management of WAN			
Management of system development/integration/quality assurance activities			
Preparation and/or reviewing technical/cost proposals			
Scheduling and prioritizing of project tasks			
Preparing statistical reports that include capacity performance, security reviews, development of new upgrades to the WAN, etc.			

EXHIBIT 2  
SPECIFIC TECHNICAL EXPERIENCE

POSITION: SUPERVISORY SOFTWARE ENGINEER

Type of Experience	Duration		Brief Description (Provide a summary of experience in the following areas. Relate the summary to the experience listed on the individual's resume.)
	From	To	
Supervising technical staff			
Planning/managing/developing multiple information technology projects			
Configuration/installation of information systems			
Experience with programming languages, operating systems, and vendor software packages			
Experience developing application systems documentation			

EXHIBIT 2  
SPECIFIC TECHNICAL EXPERIENCE

POSITION: SUPERVISORY COMPUTER NETWORK ANALYST

Type of Experience	Duration		Brief Description (Provide a summary of experience in the following areas. Relate the summary to the experience listed on the individual's resume.)
	From	To	
Supervising technical staff			
Installation/maintenance of data communication systems			
Troubleshooting/coordinating repair of data communication equipment			
Installation/maintenance of cabling, WAN, and video teleconferencing systems			
Performing market analyses of available equipment and services for procurement purposes			
Designing, implementing, operating, monitoring and managing WAN systems			
Identification/evaluation of new technology and/or new hardware			

ATTACHMENT B  
TABLE 1

## RELEVANT CORPORATE EXPERIENCE

## I. CONTRACT IDENTIFICATION

Contract No: \_\_\_\_\_

Project Title:

Contract Type: \_\_\_\_\_  
(Cost, Fixed-Price, CPAF, etc.)

Team Member's Role: \_\_\_\_\_  
(Prime Contractor, Subcontractor, etc.)

[illegible]

\* Reference Part III, Section J, Exhibits **6 and 7**

\*\* One Labor Year = ~1860 direct productive labor hours

Avg. No. of Employees per Year: \_\_\_\_\_

Period of Performance: \_\_\_\_\_ to \_\_\_\_\_

Total Contract Cost: \$ \_\_\_\_\_

Team Member's Portion of  
Contract Cost: \$ \_\_\_\_\_

Percentage of Award/Incentive Fee  
Earned (if applicable) \$ \_\_\_\_\_

## II. CLIENT IDENTIFICATION (Past Performance Information)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Client Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

## III. DISCUSSION OF RESULTS

Using no more than two (2) additional pages (Ref. Sect. **L.29, Paragraph B. Format and Content**) provide a discussion of work performed and of results achieved (i.e., was work completed within schedule and cost, were technical goals met, etc.). Provide information on problems encountered on the identified contract (including, but not limited to, schedule slippages, cost overruns, technical difficulties, terminations) and the offeror's corrective actions. Significant accomplishments, major contributions, and instances of innovative problem solving which led to cost/schedule/technical efficiencies should be highlighted. Describe quick response efforts and experience in handling emergency situations.

PART IV

SECTION M

EVALUATION FACTORS FOR SELECTION/AWARD

TABLE OF CONTENTS

M.1	EVALUATION METHODOLOGY
M.2	EVALUATION CRITERIA
M.3	RELATIVE IMPORTANCE OF THE EVALUATION FACTORS AND BEST VALUE DETERMINATION

## PART IV – GENERAL INSTRUCTIONS

### SECTION M

#### EVALUATION FACTORS FOR SELECTION/AWARD

##### M.1 EVALUATION METHODOLOGY

- A. The Government intends to award a contract to the offeror whose offer represents the best value to the Government on the basis of (1) the offeror's capability, and (2) cost, as explained below. The evaluation will be performed pursuant to the evaluation criteria identified in Section M.2, below.
- B. Proposals will be eliminated from consideration if the proposal is so obviously deficient as to be totally unacceptable on its face. For example, it will be deemed unacceptable if it does not represent a reasonable effort to address the essential requirements of the RFP, or if it clearly demonstrates that the offeror does not understand the requirements of the RFP. A proposal may also be eliminated from consideration as unacceptable if it contains a significant exception or a number of exceptions not providing benefit to the Government. In the event that a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- C. A Source Evaluation Panel has been appointed by the Source Selection Official (SSO) to perform evaluations in conjunction with this RFP. As described in Section L.29, the offeror(s) is required to submit an offer, and submit written information that describes its capabilities in accordance with the provisions of this RFP, for the Panel's evaluation. Evaluation and selection will be made in accordance with applicable Federal and DOE procurement regulations.
- D. **THE GOVERNMENT INTENDS TO AWARD A CONTRACT BASED ON INITIAL OFFERS AND CAPABILITY INFORMATION RECEIVED WITHOUT DISCUSSIONS OR NEGOTIATION OF SUCH OFFERS/INFORMATION. THEREFORE, IT IS CRITICAL THAT INITIAL OFFERS/INFORMATION CONTAIN THE OFFEROR'S BEST TERMS FROM A TECHNICAL, BUSINESS MANAGEMENT, AND COST STANDPOINT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF THE CONTRACTING OFFICER LATER DETERMINES THEM TO BE NECESSARY.**
- E. Proposals submitted will be evaluated in accordance with the following criteria in descending order of importance, with the technical criteria being significantly more important:

- I. Technical
- II. Business Management
- III. Cost

Using the consensus method, each offeror's technical proposal will be point scored. An offeror's business management proposal will not be point scored, but will be given an adjectival rating. An offeror's cost proposal will not be point scored nor adjectivally rated, but will be assessed to determine its reasonableness and realism, and to establish the probable cost to the Government. The total cost to the Government will be a consideration in selection.

The Offer/Signed Contract document must be submitted with proposal information. All volumes must be submitted in order to constitute a valid offer.

## M.2 EVALUATION CRITERIA

### A. TECHNICAL EVALUATION CRITERIA

With respect to the Technical Evaluation Criteria described below, the following weights will apply for evaluating the offeror's proposal. The following technical evaluation criteria are to be addressed in accordance with Section L.29.C, TECHNICAL PROPOSAL.

- Key Personnel – 40%
- Technical Approach – 20%
- Project Management – 20%
- Corporate Experience/Past Performance – 20%

The Government will determine the relative technical capability of each offeror on the basis of the following criteria:

#### 1. KEY PERSONNEL

The Project Manager, Supervisory Computer Network Analyst and Supervisory Software Engineer shall be evaluated on: educational background, professional background, and work experience relevant to performing the work described in Section J.1, Statement of Work. Commitment and availability to the project will also be evaluated.

#### 2. TECHNICAL APPROACH

The offeror will be evaluated on its demonstrated understanding of ADP methodologies, completeness of approach, appropriateness of labor categories utilized and labor hours estimated, thoroughness of implementation plan, and

acceptance criteria in response to two (2) hypothetical task assignments set forth in Section L.29.C.2 Technical Approach.

3. PROJECT MANAGEMENT

The offeror will be evaluated on how it proposes to organize, plan, report, prioritize, schedule work and exercise project control in relation to the following elements:

- Internal and external lines of authority and communication
- Proposed project organization's position within the overall corporate structure
- Management of proposed subcontractors/consultants, if any
- Methodology for cost estimation, including, level of effort, skill mix and availability of resources
- Coordination and control of work assignments including ability to manage multiple tasks simultaneously
- Responsibility and decision making authority of the project manager and his/her authority to control resources necessary for effective contract performance
- Approach to handling quick response efforts
- Reporting Systems

4. CORPORATE EXPERIENCE/PAST PERFORMANCE

a. Corporate Experience:

Each offeror will also be evaluated on its corporate experience since May 1997, under existing and prior contracts which involve work similar to that described in Section J.1, Statement of Work. The offeror will also be evaluated on depth of experience on contracts directly relevant to the range of activities described in Section J.1, Statement of Work, which includes relevant functions as follows:

Network (LAN/WAN) Management/Operations  
Computer Systems Design, Analysis and  
Programming  
Cyber Security  
Help Desk Management  
Telecommunications  
Configuration Management  
Hardware and Applications Software Maintenance

Experience of the proposed prime contractor is of significantly greater importance than that of the proposed subcontractor(s), if any.

b. Past Performance:

Each offeror will be evaluated on the overall quality (timeliness, efficiency, cost and contract management) of its performance, since May 1997, under existing and prior contracts relating to the full range of activities described in Section J.1, Statement of Work. Past performance of the proposed prime contractor will be of significantly greater importance than that of the proposed subcontractor(s), if any.

Offers lacking relevant past performance history will receive a neutral evaluation for this criterion.

B. BUSINESS MANAGEMENT EVALUATION CRITERIA

Business management capability will be evaluated but not point scored. An overall adjectival rating of satisfactory or unsatisfactory will be determined based on the criteria set forth below:

1. COMPENSATION SYSTEM

Corporate policies in the following areas will be evaluated in accordance with Section L.29.D.1 COMPENSATION SYSTEM, to determine the offeror's ability to effectively hire and retain a highly qualified staff in an economically efficient manner:

Wage and Salary Structure  
Employee Fringe Benefits  
Bonuses/Incentive Pay  
Training Program

2. TRANSITION PLAN

The offeror's transition plan will be evaluated based upon its understanding of, approach to, and plan for a smooth transition. The transition plan should include details concerning, staffing, taking over work effort from incumbent contractor, and efforts to provide support without a disruption of services.

3. FINANCIAL CAPABILITY

The offeror's financial capability to carry out the proposed work will be evaluated.

### C. COST PROPOSAL EVALUATION

Cost proposals will not be point scored nor adjectivally rated, but will be evaluated with respect to adequacy, realism, and reasonableness. The evaluation will include consideration of the probable cost to the Government of doing business with the offeror for the base period and four option periods; the possible growth in proposal costs during the course of the contract; and the features of each offeror's situation that could cause the estimated cost to vary. Evaluated cost will be based on a cost analysis performed in accordance with applicable provisions of the FAR and DEAR.

In determining the estimated probable cost to the Government, the Government will add to the proposer's estimated cost of performance, the cost of providing the services of the Project Manager during a 30 day transition period, if appropriate to do so.

### M.3 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS AND BEST VALUE DETERMINATION

Proposals will be evaluated against the Technical , Business Management, and Cost Criteria. Criteria are listed in descending order of importance; Technical, Business Management, and Cost. The Technical and Business Management criteria are significantly more important than Cost although Cost has substantial weight. The Government will determine whether differences in capability are worth the cost differential between offers. The offeror that provides the overall greatest value to the Government will be selected for award.

The Technical Criteria consist of the following sub-criteria: Key Personnel, Technical Approach, Project Management, and Past Performance/Corporate Experience. Each of these Sub-criteria have weights as stated in Subsection M.2.(a).

The Business Management consist of the following sub-criteria: Compensation System, Transition Plan, Financial Capability. The Transition Plan Sub-criteria is of greater importance than both the Compensation System Sub-criterion and the Financial Capability Sub-criterion. The Compensation System Sub-criterion and the Financial Capability Sub-criterion are of equal importance.